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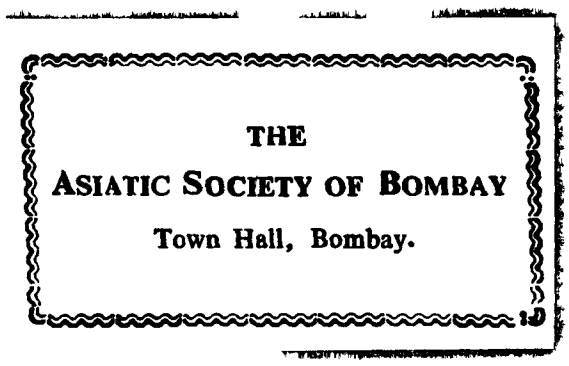

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PAPERS

RELATING TO

East India Affairs.

108335

Nabob of Carnatic Debts.—Forgeries.—Prosecutions.

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Ordered, by The House of Commons, *to be printed,*
3 *May* 1811.

LIST of PAPERS

Presented to the Honourable the House of Commons, pursuant to their Orders of the 21st February and 4th March 1811.

21st *February* 1811.

No. 1.—Copy of a LETTER, dated Fort St. George, 20th August 1808, addressed to Sir G. Barlow, Governor in Council, on behalf of the real Creditors of the Nabobs of the Carnatic, and signed Benjamin Roebuck, Thomas Parry, William Abbott;—of the Answer to ditto, dated 17th September 1808;—of the Reply of the real Creditors, dated 26th September 1808;—and of the Answer, dated 15th October 1808;—and also of a further Letter on the part of the real Creditors, to George Buchan, Esquire, Chief Secretary to Government, dated 23d December 1808 - - - - - - - - p. 1—6

No. 2.—Copy of the MINUTE and LETTER, referring Messrs. Roebuck, Parry and Abbott's Letter of 20th August 1808, to the Advocate General, with the Report made thereupon by the Advocate General to the Governor and Council - - - - - p. 7—12

No. 3.—Copies of all Official COMMUNICATIONS betwixt the Government of *Madras* and the Commissioners for the Examination into the claims of the Nabobs of the Carnatic, from the time of their arrival at *Madras*, till the month of March 1809 - - p. 13—108

No. 4.—Copy of the INSTRUCTIONS of Governor General in Council at Fort St. George, directing the Company's Law Officers to defend Roya Reddy Row, indicted for a Conspiracy and Cheat, John Batley, indicted for Perjury, and also John Batley and Roya Reddy Row for a Conspiracy and Cheat - - - - - - p. 109

No. 5.—Copy of the INSTRUCTIONS given to Mr. Saunders, a Civil Servant of the Company, who was sent to Manargoody, after the conviction of Roya Reddy Row and Anunda Row, for the purpose of collecting Evidence, produced on the Trial of John Batley for Perjury - - - - - - - - - - ibid.

No. 6.—RETURN to the Order of the House, dated 21st February 1811, requiring Copy of any Letter or written Application to the Governor

Governor in Council, of 1,300 Star Pagodas, more or less, to defray the Expenses of the said Mission to Manargoody; together with a Copy of any Minute, Order or Letter to the Commissioners, appointed to consider the Claims against the Nabobs of the Carnatic, in consequence of such application - - - - - - - - p. 111—116

No. 7.—RETURN to the Order of the House, dated 21st February 1811, requiring Copies of the Trials—the King on the prosecution of Avadannum Paupiah Braminy, against Roya Reddy Row and Anunda Row, for a Conspiracy and Cheat; the King against John Batley, for Perjury; the King on the prosecution of Venagum, against Batley and Roya Reddy Row, for a Conspiracy and Cheat - p. 117—198

No. 8.—RETURN to the Order of the House, dated 21st February 1811, requiring Copy of any Report or Reports made by Sir Thomas Andrew Strange, Chief Justice of *Madras*, to the King and Council, on the subject of the said Trials - - - - - p. 198

No. 9.—A STATEMENT of all Changes in the Offices and Employments of Civil Servants under the Presidency of *Madras*, in the months of January, February and March 1809; together with Copies of all Letters, Remonstrances, and Memorials thereupon by the said Civil Servants, of the Answers given thereunto, and also of the Minutes or Resolutions of the Governor in Council in consequence thereof - - - - - - - - - p. 199—228

No. 10.—Copies of all COMMUNICATIONS made to the Court of Directors by the Governor General of India, on the subject of the recent Trials for Perjury and Conspiracy to cheat in the *Madras* Establishment - - - - - - - - - p. 229—376

No. 11.—Copy of DISPATCHES sent to India, approving the conduct of the *Madras* Government, on the subject of the late proceedings of the Courts of Justice in that Presidency - - p. 377—384

No. 12.—Copy of DISPATCHES sent to India, approving or disapproving of the removal of any Person from any Office held by him at *Madras*, since the 1st January 1809 - - - p. 385—386

No. 13.—RETURN to the Order of the House, dated 21st February 1811, requiring Copies of all proceedings before the King in Council, upon the case of Roya Reddy Row, referred to His Majesty by Sir Thomas Strange, Knight, Chief Justice of *Madras*; together with all communications from the Court of Directors to the Government of Fort St. George on the same subject - - - - p. 386

No. 14.—Copy of a LETTER from Messrs. W. Abbott and A. Maitland, dated 13th July 1810, from *Madras*, to the Court of Directors, on the subject of Reddy Row's death - - - p. 387—388

No. 15.—RETURN to Orders of the House, dated 21st February 1811, requiring Copy of a Letter from Messrs. W. Abbott and A. Maitland, to the Governor General in Council, on the subject of Reddy Row's death, dated 18th June 1810;—Copy of a Letter from Mr. A. Maitland, dated 29th June 1810, to the Governor General in Council, on the same subject;—Copy of Correspondence of W. Brodie, Esquire, with the Government of Fort St. George, relative to the arrest by the Nabob of Arcot of Fyz Mahomed Cawn, a Witness proposed to be examined before the Commissioners for investigating the Nabob's Debts;—Copies of Correspondence between the Government of Fort St. George and the said Commissioners, and the said Nabob of Arcot, touching the cause of the said arrest;—Copies of all Minutes of Council of the said Government respecting the arrest of the said Fyz Mahomed Cawn, and of Instructions given by the said Government to the Company's Advocate or Solicitor relative thereto;—and Copies of a Representation or Memorial of the said W. Brodie to the Court of Directors of the East India Company, touching the arrest of the said Fyz Mahomed Cawn - p. 388

4th March 1811.

No. 16.—Copy of a LETTER from Mrs. Roebuck to the Court of Directors, dated 28th January 1811 - - - - - ibid.

India Board Office, Whitehall,
1st May 1811.

III.

PAPERS
RELATING TO
EAST INDIA AFFAIRS.

Nabob of Carnatic Debts.—Forgeries.—Prosecutions.

No. 1.

Copy of a LETTER, dated Fort St. George, 20th August 1808, addressed to Sir George Barlow, Governor in Council, on behalf of the real Creditors of the Nabobs of the Carnatic, and signed Benjamin Roebuck, Thomas Parry, William Abbott;—of the Answer to ditto, dated 17th September 1808;—of the Reply of the real Creditors, dated 26th September 1808;—and of the Answer, dated 15th October 1808;—and also of a further Letter on the part of the real Creditors to George Buchan, Esq. Chief Secretary to Government, dated 23d December 1808.

Extract of Fort St. George Public Consultations, the 26th August 1808.

No. 1.
Fort St. George Public Cons. 26 August 1808.

READ the following Letter from Mr. B. Roebuck, Mr. Thomas Parry, and Mr. William Abbott.

To the Honourable Sir G. H. Barlow, Bart. and K. B. Governor in Council.

Honourable Sir,

Par. 1. WE hope we shall be excused for troubling your Honour in Council upon a subject in which the interest of those who are really creditors of the late Nabobs of the Carnatic, is materially concerned, as well as though more remotely, that of the Honourable the East India Company.

2.—It is a notorious fact, that claims to an enormous amount have been laid before the Commissioners appointed to investigate the demands on the late Nabobs of the Carnatic, to perhaps at least ten times more than those claims could have been estimated as it was supposed by those who had the best means of forming an opinion on the subject.

3.—It is generally believed, that the greater part of the bonds upon which those claims have been made, are Forgeries; and as the real creditors have, by the agreement entered into with the Honourable the East India Company, made considerable sacrifices, in order to have it effected, it is peculiarly incumbent on such creditors in this country, as well on their own account, as on the part of those they represent in Great Britain, and, in fact, for the general interest of all parties concerned in the arrangements which have taken place, for an adjustment of the demands in question, to guard as far as they possibly can against the admission of claims, by which the fair creditor of the late Nabobs of the Carnatic may be deprived of the advantage of the funds appropriated for his relief, and by which

No. 1.

Fort St. George Public Cons. 26 August 1808.

the interest of the Honourable East Company may be ultimately materially affected.

4.—A short time ago, a meeting of some of the creditors of the late Nabobs of the Carnatic, who, it was well known, had actually themselves had money transactions with the Durbar, was convened at the Exchange; when we were appointed with others to watch over their interests, and those of the creditors in general, and to take such steps as we might deem advisable on the decision.

5.—The first bond advertized by the Commissioners for investigation, was a claim by Roya Reddy Row, one of the Sheristadars of the late Nabobs of the Carnatic, and at present in the service of his Highness the Nabob Azim ul Dowlah, and constantly in attendance with the Commissioners, was challenged as a forgery. Informations to the effect were laid before the sitting magistrate, and Roya Reddy Row, and a person called Anunda Row, were committed, and gave bail for their appearance at the next sessions for the said forgery.

6.—On the 26th July, pending the above-mentioned examination at the Public Office, it was understood that the Commissioners acquainted the sitting magistrate, that they had addressed a Letter to Government to request they would order their Law Officers to proceed against two of the witnesses, who were then making their depositions against the said Roya Reddy Row and Anunda Row, for having perjured themselves in giving evidence before the Commissioners; but the sitting magistrate conceiving that there was sufficient matter in the information taken before him, to commit the said Roya Reddy Row and Anunda Row, they were committed accordingly.

7.—A few days afterwards, it was publicly known, and certainly not without some degree of astonishment, that the Law Officers of Goverment had actually commenced proceedings against the two evidences alluded to in the Letters of the Commissioners; because it was, and certainly not unreasonably supposed, that those who came forward voluntarily to give evidence to claims produced before the Commissioners, would rather have met with the support than the disapprobation of Government.

8.—Trusting, however, that the sitting magistrate would have allowed matters to take their regular course, we did not deem it necessary at the time to state these facts to your Honourable Board.

9.—We have since been informed, that the two witnesses above-mentioned have been bound over to take their trial for the crime before stated, at the ensuing sessions.

10.—We therefore feel ourselves compelled to lay these particulars before your Honourable Board, and to submit whether such proceedings may not tend entirely to discourage Natives from coming forward to question any claims, however unfounded, and in fact whether they are not likely to stifle enquiry and investigation altogether.

11.—Because, when it is known publicly that Roya Reddy Row, the person who has made the claim on the bond in question, which is challenged as a forgery, and for which he is bound over to take his trial at the next sessions, has notwithstanding the support of the Commissioners, that the Law Officers of Government have been directed to prosecute those who have given information against him, and that he is a confidential servant of his Highness the Nabob Azim ul Dowlah; we cannot but entertain the most alarming apprehensions, that all evidence from Natives, by which the forgeries can be brought to light, will be entirely lost.

12.—It is well known that the Natives of this place are of a mild and timid disposition, and that the very idea of a contest in any way with persons in high situations, whether Europeans or Natives, is at all times sufficient to deter them from coming forward, even when their own immediate interests are concerned, much less so can they be expected to volunteer their evidence in a matter wherein those interests perhaps may not be implicated.

We have the honour to be, with the greatest respect, &c. &c.

(Signed) B. Roebuck,
Mortgager and Assignee of James Dighton, and Admistrator to R. Bromelly's Estates.

Fort St. George, 20th August 1808.

(Signed) Thos. Parry,
Wm. Abbott.

Extract Fort St. George Public Consultations, the 16th September 1808. **No. 1.**

Fort St. George Public Cons. 16 Sept. 1808.

THE President proposes that a Letter, agreeably to the following draft, be dispatched to Messrs. Benjamin Roebuck, William Abbott, and Thomas Parry.

To Messrs. B. Roebuck, Thomas Parry, and William Abbott.

Gentlemen,

1.—I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 20th ultimo; in which you have informed the Governor in Council, that you had been appointed to watch over the interests of certain creditors of the late Nabobs of the Carnatic, and in which you have stated objections to the proceedings which it has been judged advisable to adopt with regard to certain persons, (of the description of creditors) who are supposed to have been engaged in transactions of an illicit nature, and against whom a prosecution is in consequence about to be instituted.

2.—The Governor in Council must be entirely precluded from acknowledging you in the capacity of the agents of creditors who have not subscribed the paper which you have addressed to the Government, or who have not individually authorized it. Without however going at present into a farther discussion of the circumstances which may have attended your nomination, the Governor in Council considers it sufficient to state, with reference to the proposed object of your Letter, that if as individual creditors you have reason to believe that the Commissioners for the investigation of the Carnatic claims, had not sufficient grounds for the recommendation which has led to the prosecution of which you have complained, means will be used to obtain satisfaction on that point.

3.—The Governor in Council has no reason to doubt that the whole of the proceedings in question has been founded on the most correct principle, and that its accuracy will be sufficiently evinced by any further explanation which may take place. But it being at the same time the wish of the Governor in Council, that all persons whose claims may be liable to the consideration of the Commissioners, should have the full benefit of the controuling authority vested in the Supreme Government, I am directed to acquaint you, that application will be made to the Commissioners for copies of all Papers connected with the question agitated in your Letter, and that copies of those Papers, with a copy of your Letter, will be submitted to the Right honourable the Governor General in Council, if you shall be desirous that this course should be adopted.

I am, Gentlemen,
Your most obedient servant,
(Signed) *G. Buchan,*
Chief Sec. to Gov.

Fort St. George,
17th September 1808.

Extract Fort St. George Public Consultation, the 4th October 1808.

Ibid, 4 Oct. 1808.

READ the following Letter from Messrs. B. Roebuck, Thomas Parry, and William Abbott.

To George Buchan, Esq. Chief Secretary to Government.

Sir,

WE have the honour to acknowledge the receipt of your Letter of the 17th instant, in which you inform us that we had stated to the Honourable the Governor in Council, certain objections to the proceedings which it had been judged advisable to adopt with regard to certain persons (of the description of creditors) who are supposed to have been engaged in transactions of an illicit nature, and against whom a prosecution is in consequence about to be commenced.

In reply to this part of your Letter, we beg leave to observe, that on reference to our Address of the 20th ultimo, we do not find any objections of the nature to which you allude, nor do we know of any prosecutions about to be entered into of the description you mention.

The circumstance which we were desirous of bringing under the consideration of Government was altogether of a different complexion—a prosecution commenced by the Law Officers of Government in their official capacity, not against persons of the description of creditors of the late Nabobs of the Carnatic, but against two witnesses who had given informations before the sitting magistrate, on which certain persons had been bound over to take their trial at the ensuing sessions, for having forged or being concerned in the forgery of a bond from his late Highness

No. 1.

Fort St. George Public Cons. 4 Oct. 1808.

ness the Nabob Omdul ul Omrah for a large sum of Money, a proceeding into which we thought it probable Government might inadvertently have been led, and which, we were apprehensive, might, on the grounds we then stated, be attended with consequences injurious to the interests of the fair creditors, as well as to those of the Honourable the East India Company.

This, Sir, was the fact to which we deemed it incumbent on us to call the attention of Government; and in doing so, we were far from intending to blame or implicate any person whatever.

We did not presume to question whether the Commissioners appointed to investigate the claims on the late Nabobs of the Carnatic, had or had not sufficient grounds for the recommendation which led to the prosecution of the two witnesses in question; we were aware that those Gentlemen are not, in any way, under the controul of the Government of Fort St. George, and that they have full power to adopt any measures which may appear to them best calculated to carry the duties of their office into effect; they therefore had no doubt a right to select any persons they thought proper to carry on the prosecution they considered it expedient to institute against the parties in question, but we humbly conceive it was by no means necessary that the Law Officers of Government, in their official capacity, should have been ordered to conduct that prosecution; no attempt was made by the parties prosecuted to endanger the interests of the fair creditor, by imposing on the Commissioners a spurious claim; on the contrary, they had given evidence against a claim which they state to be of that description: should it appear hereafter their evidence is not true, the fund appropriated for the relief of those whose demands are just, will not be injured; on the other hand, should the bond which has been opposed ultimately prove to be a forgery, the fair creditors, and the Honourable the East India Company, will derive considerable benefit from the testimony of the parties now prosecuted by the Law Officers of Government, and under their orders.

Before we use the freedom of availing ourselves of the indulgence offered by Government, of applying to the Commissioners for copies of all Papers having reference to the subject of our former Letter, we have to request they will be pleased to favour us with a copy of such observations as may have been made on it by the Advocate General, to whom we understand it has been submitted, in order that we may have an opportunity of replying to them, and that the whole affair may be brought forward in a regular manner to the notice of the Right honourable the Governor General, and ultimately to the parliamentary Commissioners, and the Honourable the Court of Directors.

We are the more anxious on this point, as we have some occasion to believe that the report of the Advocate General is not altogether free from inaccuracies and misrepresentations.

In one particular we know he has mis-stated the fact; he has said, alluding to the witnesses before-mentioned, that Mr. Parry has become bail for them to take their trial at the approaching sessions for perjury.

Mr Parry is not bail for these two witnesses, nor has he any connexion with, or knowledge of them whatever. In our Address to Government, we abstained from remarking on the situation in which the Advocate General was placed, in consequence of having stated himself to be a creditor of the late Nabobs of the Carnatic, a fact which we understood to have been known to all the members of Government, and which we did suppose might have been a sufficient reason for considering him not altogether a fit person to give an opinion on any matter in which the interests of the creditors in general were concerned.

It is a notorious fact, that Mr. Anstruther cannot possibly be a creditor of either of the late Nabobs of the Carnatic in his own right, and that if he actually be a creditor, it must be as a speculator.

It is also generally believed that many of the purchases in which he is concerned, and which are supposed to be to a large amount, have been made through Reddy Row, the person we have already had occasion so frequently to mention, or on his recommendation; and it therefore may be fairly inferred, that he feels more than a common interest in the prosecutions which are now depending.

We have thought it necessary to state these circumstances for the information of the Board, because we conceive, that although they may have understood generally that Mr. Anstruther was a creditor of the late Nabobs of the Carnatic,

we

No. 1.

Fort St. George, Public Cons. 4 Oct. 1808.

we do not suppose they can have been acquainted with the nature and description of his claims.

In consequence of your having informed us by your Letter of the 17th instant, that the Honourable the Governor in Council does not think proper to recognize us as a Committee for the bonâ fide creditors of the late Nabobs of the Carnatic, we now take leave to present ourselves individually as such.

We have the honour to be, Sir,
Your most obedient humble servants,
(Signed) B. Roebuck,
Tho' Parry,
Wm Abbott.

Fort St. George,
26th September 1808.

The following draft of a Reply is read and approved.

To Messrs. B. Roebuck, Thomas Parry, William Abbott.

Gentlemen,

1.—I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 26th ultimo.

2.—The Governor in Council thinks it unnecessary to go at present into a further explanation of the illicit transactions which were alluded to in the Letter addressed to you on the 17th ultimo, or of the proceedings which those transactions may render it expedient to adopt, as the explanation does not appear essential

3.—The particular object of the Letter addressed to you on the 17th ultimo, was for the purpose of making known to you, that if you have any cause for questioning the propriety of the measures adopted by the Commissioners for investigating the Carnatic Claims, the Governor in Council was prepared to afford any assistance that might be necessary in bringing the subject under the notice of the Authorities which are legally entitled to take cognizance of questions of that nature. The Governor in Council however observes in your present Letter, that you disavow an intention of bringing into question the grounds of the recommendation of the Commissioners, which have formed the subject of your recent communications, but that you have thought it necessary to question the propriety of the orders of the Governor in Council, expressly founded on that recommendation.

4.—The Governor in Council has attentively reviewed the proceedings connected with this subject, and it appears manifestly established from the facts which have been stated, that no other course could have been taken than that which has been adopted on the recommendation of the Commissioners for repressing the dangerous efforts which have been made to obstruct the course of their enquiry, and to place in difficulty the persons instrumental in facilitating its progress. In these circumstances, the Governor in Council must necessarily consider the tenor of your communications to be in the highest degree improper.

5.—The Governor in Council considers the mode in which you presume to discuss the proceedings of the Government, and your application for the official Paper to which you allude, to be an aggravation of your disrespectful conduct. The explanation conveyed in the Letter addressed to you on the 17th ultimo, was founded on distinct grounds, and was unconnected with any reference to that Paper, to which it is proper to notice, that you could have had no regular means of access; and the Governor in Council must therefore consider your observations on that point to be irrelevant to the professed object of your Letters.

6.—I am directed to repeat, that if there is any matter of real or supposed objection, connected with the proceedings of the Commissioners, which you may be desirous of bringing under the notice of the constituted Authorities, the Governor in Council will afford every degree of facility that may be requisite in promoting that purpose; but, on the other hand, it is proper to apprize you that any further acts of wanton obstruction to these proceedings, or of disrespect to the authority of the Government, will not fail to experience the severest effects of the public displeasure.

Fort St. George,
5th October 1808.

(Signed) *G. Buchan*,
Chief Sec. to Gov.

(Ordered, That it be dispatched accordingly.)

No. 1.

To George Buchan, Esq. Chief Secretary to Government.

Fort St. George, Public Cons. 4 Oct. 1808,

Sir,

1.—However desirous we might have been of replying to your Letter of the 5th October, to Mr. Roebuck and ourselves, in order to remove, as far as we possibly could, the unfavorable impressions which the Honourable the Governor in Council appeared to have received regarding our conduct, as to the communications we had deemed it incumbent on us to make in our Address of the 20th August and 26th September last, we considered it advisable to wait the result of the trials which were to take place at the October sessions, before we intruded again on their notice.

2.—We were indeed much concerned to find from your Letter, that our former communications had been considered disrespectful and improper. We beg leave most solemnly to declare, that nothing could be further from our intentions than to offend Government, or bring forward improper information to their notice; for them, and for their acts, we have that high respect to which from those who live under their authority and enjoy their protection, they are so justly entitled.

3.—In answer to the last paragraph of your Letter, we trust we shall stand excused for observing, that we are apprehensive some communications, not founded in truth, have been made to Government as to the motives which influenced our conduct, and which have drawn forth expressions which we cannot but consider severe, and which we know we have not deserved.

4.—We request you will assure the Honourable the Governor in Council, that we have not in any way, either directly or indirectly, wantonly obstructed the proceedings of the Commissioners appointed to investigate the claims on the late Nabobs of the Carnatic.

5.—It is true that Mr. Abbott waited frequently on the Commissioners, anxious to give them information respecting the claim which had been preferred before them by Reddy Row, which he believed to be a forgery, but he was not aware that he thereby in any way obstructed their proceedings.

6.—Mr. Parry had the honour of appearing before the Commissioners only once on the subject of the claim in question, and he attended at their own request. He has not either directly or indirectly interfered or communicated with them further respecting it.

7.—Mr. Roebuck, we believe, has never attended the Commissioners to be examined.

8.—We shall now take the liberty of stating, for the information of Government, the result of the prosecutions which we thought it incumbent on us to bring under their notice in our Letter of the 28th August.

9.—The bills of indictment preferred by the Law Officers of Government at the instigation of the Commissioners against Beamah Row and Arnachella Row for perjury, were thrown out by the Grand Jury.

10.—Roya Reddy Row and Anunda Row have been found guilty of conspiracy to defraud the private creditors of the late Nabobs of the Carnatic, and the Honourable the East India Company, by means of a bond forged by them of the late Nabob Omdul ul Omrah.

11.—And a bill of indictment has been found by the Grand Jury against Roya Reddy Row and Mr. J. Batley, Secretary to his Highness the Nabob Azim ul Dowlah, for a conspiracy and fraud; and another bill of indictment against the said Mr. J. Batley for perjury, which bills of indictment lie over for trial at the ensuing sessions.

12.—We hope that the Honourable the Governor in Council will now be satisfied that Roya Reddy Row, and the parties with whom he is connected, are not persons deserving of that support which has been given them.

We have the honour to be, Sir,

Your most obedient humble servants,

Fort St. George,
23d Dec. 1808.

(Signed) Tho. Parry,
Wm. Abbott.

No. 2.

Copy of the MINUTE and LETTER, referring Messrs. Roebuck, Parry, and Abbott's Letter, of the 20th August 1808, to the Advocate General; with the Report made thereupon by the Advocate General to the Governor and Council.

Extract of Fort St. George Public Consultations, the 26th August 1808.

No. 2.

Fort St. George, Public Cons. 26 Aug. 1808.

RESOLVED, that a Copy of the foregoing Letter (from Messrs. Roebuck, Parry, and Abbott to the Governor in Council, dated 20th August 1808) be transmitted to the Advocate General, and that he be desired to furnish such explanation on the subject thereof, as the nature of it may appear to require.

Diary to Fort St. George Public Consultations, 27th August 1808.

Sent the following Letter to the Advocate General.

Sir

I AM directed by the Honourable the Governor in Council to enclose a Letter from the representatives of certain creditors of the late Nabobs of the Carnatic, and to desire that you will furnish such explanation on the subject of that Letter as the nature of it may appear to require.

I am, &c.

Fort St. George, 27th August 1808.

(Signed) *G. Buchan*, Chief Sec. to Gov.

Extract Fort St. George Public Consultations, 16th Sept. 1808.

Ibid, 16 Sep. 1808.

READ the following Letter from the Advocate General.

To the Chief Secretary to Government.

Sir,

I HAVE to acknowledge your communication of a Letter from three representatives of some of the creditors of the late Nabobs of the Carnatic, with the commands of the Honourable the Governor in Council to furnish such explanation of the subject of it, as its nature may appear to require.

The object of the Letter is to shew the impropriety and the probable dangerous consequences of the prosecution commenced against the persons who had come forward as witnesses against Roya Reddy Row by the Law Officers of Government under its orders, proceeding upon the suggestion and recommendation of the Commissioners for the settlement of the debts of the Carnatic. In proceeding to reply to this charge, I shall in the first place consider the office and situation of the Commissioners, with reference to the effect which ought to be given to their recommendation.

The Commissioners in India act under the deed or articles of agreement between the Company and the creditors, and are empowered by statute to take evidence, upon which they are to give an opinion, but others are ultimately to decide. They are by the deed directed to be Bengal Servants, and to be appointed by the Governor General in Council, precautions evidently suggested by the strong presumption that perfect impartiality and freedom from bias of interest or connexion could not be expected in this settlement, upon a subject in which so many have great interests at stake. I hope it will not be thought improper in me here to state, that upon the same principle I took a very early opportunity after their arrival here to notice to the Commissioners the existence of the same objection as applicable to myself, and to request that in the event of their having occasion to ask legal advice in the course of their proceedings, they would seek it in Bengal, which I understood they meant accordingly to do, and I believe have done.

As

No. 2.

Fort St. George, Public Cons. 16 Sep. 1808.

As arbitrators between the Company and the creditors, the Commissioners cannot properly be considered as subject to any controul of the Company, or of its Governments as such; but by an express stipulation in the deed, a power of removing them is reserved to the Governor General in Council, to whom alone therefore they are answerable, the local authority being here again expressly excluded.

Thus the relative situation of this Government with the Commissioners is essentially different from that which it bears to any department of its own establishment. They are with reference to this Government, an independent authority, appointed for a special purpose connected with important public duties and interests, and are therefore entitled to the support and co-operation of other public authorities in whatever measures they may find to be necessary for the attainment of the object entrusted to them, and for the accomplishment of which they may not be provided with competent means. This appears to me to be the only point of connexion between the Commissioners and this Government.

Subject to the correction of Government if I shall be thought to have misapprehended the nature of the office of the Commissioners, it appears to me that their application to Government to direct its Law Officers to conduct prosecutions, considered by them to be necessary for the purposes of their appointment, was rightly complied with by Government, although of course the discretion and the exclusive responsibility of every such measure being with the Commissioners, and not with Government, unless there should appear clear grounds for the opinion that the Commissioners had abused the confidence reposed in them, to the extent of justifying an extraordinary interposition of Government, or the refusal of that support which might otherwise be expected, cases may certainly be put, in which it would be the duty of this Government to take both those steps; but I cannot imagine any in which it would be proper to refuse to support the Commissioners, unless such as would also require further interposition.

This Government is bound by the interests of the Company, and by its duty towards the real creditors, to watch over the acts of the Commissioners in case there shall be any appearance or suspicion of remissness or neglect, or of partiality or other misconduct in their proceedings; and no doubt can exist that a representation upon the subject from this Government would have its due weight with the superintending authority, the Governor General in Council. It seems to me therefore not inconsistent with the relative situation of this Government, to receive representations as to the conduct of the Commissioners; but if that be so, it follows that an obligation arises effectually to protect them against, and to repress all unfounded attacks to which their situation and office peculiarly exposes them. I shall therefore proceed to consider the Letter submitted to me, under this view of the office and situation of the Commissioners.

The Letter seems intended to combine two objections to the prosecutions recommended by the Commissioners; 1st. That no prosecutions ought to have been commenced against the accusers of Roya Reddy Row, after he had been bound over for trial, until after the result of that trial should be ascertained; 2nd. That the prosecution by the authority of Government of the witnesses against Roya Reddy Row will tend to deter the Natives from coming forward to give information.

The proceedings before the magistrate and those of the Commissioners are very briefly mentioned in the Letter now before me. After setting forth their own appointment as agents of the creditors, and the claim made on the part of Roya Reddy Row, it proceeds to state, apparently at the commencement of the discussions on the subject, that informations had been laid before the sitting magistrate against Roya Reddy Row and Anunda Row for forgery, in the course of which enquiry the magistrate is represented to have received intimation from the Commissioners of their having requested Government to direct prosecutions for perjury committed before them by two of the witnesses, who were then giving depositions before the magistrate as to the same subject matter; that the magistrate nevertheless finding sufficient matter in the examinations, committed Reddy Row and Anunda Row; after which these gentlemen state it to have been heard with astonishment, that a prosecution had been commenced under the recommendation of the Commissioners against the two informants, and represent as a departure from all regular course the act of another magistrate afterwards binding them over for trial for perjury in their evidence before the Commissioners.

The

No. 2.

Fort St. George, Public Cons. 16 Sep. 1808.

The Gentlemen who addressed this Letter to Government have omitted to mention, that before the application to any magistrate, the charge preferred by these men had been fully heard and discussed before a competent Tribunal—the Commissioners, and that it was only upon finding their evidence wholly discredited, and their falsehood clearly detected, that they resorted to another jurisdiction; they have also omitted to mention, that the same magistrate who is censured for having bound over these men for trial for perjury, had been the magistrate originally applied to by them, and had taken their examinations upon the charge against Roya Reddy Row and Anunda Row, and had upon hearing the circumstances declined to commit the latter, or even to bind them over for trial, as I am informed by that magistrate himself, Mr. Taswell: after which refusal the application was renewed before Mr. Maitland, from whom it met a more favourable reception; that magistrate succeeded in rotation at the Justice's Office, on Monday 25th July, being the date of the application of the Commissioners to Government to prosecute the informants for perjury and conspiracy, founded upon their previous and full investigation. The date of Roya Reddy Row, being bound over for trial by Mr. Maitland, was five days afterwards, on the 30th July.

The subsequent Letter of the Commissioners to Government, dated 10th August, most fully explains their impression as to the opposition made on the part of A. Paupiah, and by these men as his accomplices, to the bond claimed by Roya Reddy Row, upon which they are the only persons entitled, as yet, to give any judicial opinion; they have also in that Letter stated the refusal of the second magistrate, Mr. Maitland, to receive when offered to him, or to examine and take *de novo*, any of that evidence upon which the Commissioners had formed their opinion, confining himself merely to the guarded information on the part of the prosecution given before him.

The Commissioners do not notice in their Statement another circumstance, which is also important. Mr. Russell, one of the Commissioners, having been examined as a witness on behalf of the prosecution, first stated to Mr. Maitland, and upon finding it not taken down, insisted upon my suggestion, to deliver as part of his deposition, the contradictory and inconsistent depositions given before him and the other Commissioners by the two principal informants then before the magistrate, and signed by themselves, or to state verbally those contradictions. But the magistrate refused this as part of the deposition of Mr. Russell, thus acting upon evidence purely and exclusively on one side, and already discredited and impeached.

Upon this statement, it is evidently a mockery to expect or to suppose that the Commissioners should, in deference to any subsequent opinion or act of the second magistrate, founded upon such ex parte examinations, give up the opinion which they had formed, or withdraw the support which they felt and had publicly reported to be due to their assistant, after full examination of the whole case and mature consideration; nor could any one stating these circumstances have consistently suggested such an expectation; the Letter before me accordingly omits all these circumstances.

It is not necessary here to make any observations upon the propriety of the conduct of this magistrate. I will suppose him to have been right in refusing to call for or to notice the further evidence within his reach, in rejecting from a deposition the parts tending to discredit the other informants before him, and in acting on the limited informations which he deemed proper to be recorded, to the exclusion of all other testimony. Then the proposition of the Gentlemen who address this Letter to Government will stand thus.

The investigation before the Commissioners of a particular claim has been (as reported by them in their Letters of 25th July and 10th August, and not denied or disputed) the occasion and pretext of an objection and consequent enquiry, originating in a conspiracy to support, by false testimony, a charge of forgery against the claimant, the attempt having wholly failed of success before the Commissioners, who on the contrary recommended the prosecution of the conspirators; the latter by their cunning and activity in making the first application to the magistrate, and by telling him their own story in their own way, without any opportunity of its being refuted before him, have not only obtained (I will suppose properly) the chance of a second investigation of their charge before a Jury, but it is in effect insisted by this Letter that they had, by this second abuse of the course of justice, secured to themselves the right of a temporary

No. 2.

Fort St. George, Public Cons. 16 Sep. 1808.

immunity from the intended prosecution for their former perjury and conspiracy, for which it is contended, that it was improper for the magistrate to proceed against them until after the trial of their criminal charge against Roya Reddy Row, "in the regular course:" this proposition requires only to be distinctly stated.—I should consider it a libel upon the English law, to suppose, for a moment, that it affords any plausible ground for such chicanery; nor do I feel any hesitation in reporting this my opinion of the utter futility of the objection if it were otherwise: the rule must be general; and a murderer flying from justice would only have to add perjury to his former crime to secure himself at least for the time from punishment for either. By charging positively upon oath, some other person as the perpetrator of the murder, he would be entitled to the aid of the magistrate to support his ex parte charge, by committing or bailing the party accused, (as I have above supposed) and would equally, as here, be secured from all prosecution until after the determination of that trial.

The second objection stated in this Letter to the prosecution commenced upon the recommendation of the Commissioners is, that it tends to discourage the Natives from giving information or evidence.

The Gentlemen who wrote that Letter were aware that the question on the claim of Roya Reddy Row had previously been fully investigated by the Commissioners, for two of them, Mr. Abbott and Mr. Parry, had given evidence upon it; they were also aware, that the Commissioners were not only entitled, but bound to form a judgment, and declare an opinion upon the case, and that they had done so; and they notice in this Letter the result of that opinion to be the recommendation of the prosecution against two of the witnesses. They do not assign any reason for doubting the propriety of that judgment, or of the recommendation founded upon it. They do not pretend even to hazard their own uncredited opinion in opposition to the judicial act of the Commissioners, nor impeach it by any arguments or facts, unless the subsequent ex parte proceeding of the second magistrate be intended as a counterpoise against the deliberate judicial opinion of the Commissioners: yet those Gentlemen observe, (para. 7.) that "it was, and certainly not unreasonable to suppose, that those who came forward voluntarily to give *evidence against claims* produced before the Commissioners, would rather have *met with the support than the disapprobation of Government*;" and again, (para. 10.) "We feel ourselves compelled to submit, whether such proceedings may not tend to entirely *discourage* Natives from coming forward to question any claims, however unfounded; and, in fact, whether they are not likely to *stifle enquiry* and *investigation altogether*;" and (in para. 11 and 12.) the Letter proceeds to state the probability that the prosecution of these men for perjury, joined and connected in the minds of the Natives with the situation of Roya Reddy Row, as a confidential servant of the Nabob, will deter the timid Natives from attempting to give information against any person in high situations.

I presume it cannot be the intention of the authors of this Letter to avow an opinion, that all evidence voluntarily given against claimants, in the course of the investigation before the Commissioners, ought to have the support of Government, whether it be true or false; nor that there is any thing in this so different from all other enquiries, that conspiracy and perjury in the course of it ought not to be the subjects of prosecution and punishment, even although it should have the effect of deterring others from similar attempts; and it can scarcely be seriously maintained, that prosecutions for perjury are likely to deter men from speaking the truth; neither will they probably directly contend, that such immunity from prosecution ought to be exclusively or particularly given as an encouragement to attacks against persons in respectable situations, even although there may be a well-grounded fear, that not only the ignorant Natives, but a great proportion of the Settlement may, by artful and active misrepresentation, be taught to suppose that the support of the Commissioners, and of the Government under their application, proceeds from other feelings than the calls of public justice.

If Avadaunum Paupiah Braming, who is pointed out by the Commissioners as the chief of the conspiracy, had studied the best means to keep up the courage and the union of his confederates, and to carry them through their difficulties, by conveying advantageous impressions among those of whom the Juries must be composed at the ensuing sessions, a more convenient or a better expedient could not have been devised than a public remonstrance, by apparently credited

 agents

No. 2.

Fort St. George, Public Cons. 16 Sep. 1808.

agents of the body of the creditors, which, without discussing the propriety of the proceeding of the Commissioners or of Government, represents them as having excited astonishment, and as being calculated to stifle all enquiry, and insinuates the possible suspicion in the weak minds of the Natives, that after such a precedent they cannot expect success in any contest with any person in high situation; in short, which treats the whole proceeding as being too glaring to require discussion, and too improper to bear it in an Address to Government.

If these Gentlemen had really suspected that the Commissioners had, in this, or in any other part of their duty, violated the confidence reposed in them, or had mistaken their proper line of conduct, so far as to require the interposition of superior authority, their means of application for redress seem to me to be so obvious as to be incapable of being mistaken.

The application should have been to the superintending authority, the Governor General in Council, either immediately, or perhaps more properly, (for the purpose of assimilation to the ordinary course of the service) through this Government; it should have brought before the notice of their superiors, the supposed misconduct of the Commissioners, by desiring a review of the whole subject, and of the investigation upon which they are supposed to have drawn an improper conclusion, or to have founded improper measures; and by stating and supporting in evidence such additional facts as might not appear upon the face of the proceedings of the Commissioners.

So if the object of these Gentlemen had been to satisfy this Government of the impropriety of the recommendation to prosecute, as being not warranted by the proceedings and evidence before the Commissioners, so as to stop the prosecution, they would have applied to Government to inspect those proceedings before acting on the recommendation of the Commissioners, pointing out at the same time the grounds of their objection. If they had done this, there seems to be no reason to suppose that the Commissioners would have resisted the investigation of their conduct; for they have not only offered to produce the whole before the magistrate, but one of them endeavoured to force it upon his notice.

I conclude, therefore, from the Gentlemen who sign this Letter not proposing any further investigation, that they feel their objection to the conduct of the Commissioners to be more strong and more safe by not noticing nor directly questioning, than by forcing into further discussion, and the consideration of higher Authority, the correctness of the conclusion of the Commissioners, and the propriety of their recommendation of the prosecutions for conspiracy and perjury; which may, upon such further consideration, be strengthened by the approbation of the Governor in Council.

The authors of this Letter have contented themselves with claiming in general terms the support and encouragement due to voluntary discoveries and evidence, by the miserable expedient of omitting to state, that the evidence which they wish to be thus supported and encouraged, has upon investigation been found to be untrue, they not disputing nor desiring the superior authorities to enquire into the correctness of that conclusion. The whole force of the Letter seems to consist in this omission of the character of the evidence, and in the corresponding perversion of terms, by which the prosecution of the crimes of conspiracy and perjury, thus undisputed, is represented as tending to stifle investigation and enquiry altogether. I cannot see what the authors of this Letter can have meant to be understood, to avow as their reason for sending to Government such a composition; it neither proposes nor seeks any thing to be done, or any thing to be altered. It is a mere Manifesto; and if on purpose to prevent any mistake as to its real and sole object, of giving support and countenance to Paupiah and his friends, one of its authors, Mr. Parry, has become bail for the appearance of the two witnesses to take their trial at the approaching sessions for perjury.

I shall next proceed to consider the title of the authors of this Letter to the character which they assume, as agents for the creditors, a character well calculated and evidently intended to give weight to their remonstrances. The three Gentlemen who sign this Letter, state themselves to have been appointed at a meeting lately held of *some of the creditors, well known to have had many dealings with the Durbar*, to watch over the interests of the whole creditors, and take such steps as they might deem advisable. The enquiry which I have made into the nature of their appointment, also enables me to state more fully the

nature

No. 2.

Fort St. George, Public Cons. 16 Sep. 1808.

nature and probable object of the present opposition to the proceedings of the Commissioners.

The mode in which the appointment is mentioned, and the place in which it stands in the order of events related in their Letter, would lead any one to suppose that these Gentlemen were nominated to act for the creditors before the present disputes arose, and therefore without any apparent reference to those disputes, and that as superintending guardians of the interests of the creditors at large, they have come forward only when they saw imminent danger to those general interests. But the apparent object and intention of their nomination becomes very different, when it is pointed out, that the meeting for the purpose of their nomination was not advertised until after the recommendation by the Commissioners, and the directions of Government, thereon to institute the prosecutions against Paupiah and his confederates, and when their critical situation began to require all the support of their friends, and that this seasonable Letter is the first and only known act of these agents of the creditors at large. The mode of their assembling and selection is no less clear and unambiguous in pointing out the object in view.

The meeting took place on the the 6th August, having been convened by an advertisement in the public Newspapers, anonymous, and without any defined object. A few having assembled at the hour and place appointed, (in the Exchange) the three Gentlemen who have addressed Government, and Mr. Maitland, the magistrate, retired into a private room, and sent for such others as they chose to select. One Gentlemen who gave me the information, (and who had signed the Articles of Agreement as a creditor) went into the room uncalled, but was requested by those four to retire, as not being of the description meant to assemble. He left there besides the above four, Mr. Light, who appeared, and was admitted as the attorney of Avadaunum Paupiah Braming, then under prosecution; Dr. Lloyd, the original informant before the late Committee, and two other Gentlemen, whose names I shall not mention, unless I shall understand from themselves, that they avow the Letter now before me as the authorized act of their agents.

It therefore appears that Avadaunum Paupiah Braming is one of the few constituents of the Gentlemen who sign this Letter, and who, as such, only discharge their duty in making every effort to stop the proceedings against his adherents. But the connexion between Paupiah and one of these Gentlemen, Mr. Parry, is not new nor ambiguous; and if it shall be necessary, I am enabled to point out from documents, some of which I have now occasion to notice in another matter referred to me, the perfect similarity of situation, and of interests, which subsists between Paupiah and at least one or other of these Gentlemen; but more probably both in a circumstance which distinguishes them from, and opposes them in interests to the body of the creditors, whom they pretend to represent. But it does not seem to me to be necessary at present to go into that discussion, their Letter not being of that doubtful character which requires explanation from other circumstances to prove the object of its authors.

Even if these Gentlemen had been really deputed by a majority of the creditors to act for them, they would have had no rights except as the deputed agents of their individual constituents, the other creditors not being bound by their acts: it therefore appears to me proper to inform them, that they cannot be recognized as agents of other creditors not signing the Letter, nor individually authorized by it; at the same time, it may also be proper and advisable to acknowledge their right as individual creditors or claimants, to lay their complaint before the superintending authority, the Governor General in Council; and to offer to procure and transmit to him for his consideration, with their Letter of complaint, the whole proceedings of the Commissioners, upon which they were induced to recommend the prosecution complained of.

It does not occur to me that the subject requires further explanation; but as the Commissioners are placed in a situation of high trust, in which the least breath of suspicion against their conduct cannot be unimportant, I humbly submit to the consideration of Government, the propriety of sending to them a copy of the Letter which contains such pointed insinuations against the propriety of their measure.

I beg that you will submit the above observations to the Honourable the Governor in council, and am, Sir,

Fort St. George, Your most obedient humble servant,

10th September 1808. (Signed) *A. Anstruther*, Advocate General.

No. 3.

Copies of all Official COMMUNICATIONS betwixt the Government of *Madras* and the Commiffioners for the Examination into the Claims of the Nabobs of the Carnatic; from the time of their arrival at *Madras*, till the month of March 1809.

Extract of FORT ST. GEORGE PUBLIC CONSULTATIONS, 3d October 1808

No. 3.

To the Chief Secretary to Government.

Fort St. George Public Cons. 3 Oct. 1808.

Sir,

I BEG you will be good enough to state to the Honourable the Governor in Council that I have discovered a mistake in the Letter I addressed to you lately on the subject of the representation of Messrs. Roebuck, Abbott and Parry. I there stated that Mr. Parry had become bail for two persons now under prosecution for perjury; this I find to be incorrect: the prosecution in which he became bail, was one against Paupiah and another person for perjury, also commenced under the orders of Government. The mistake is not material to the object of my Letter, as this is equally with what I had before understood, an act calculated to give support and countenance to Paupiah and his friends; neither am I sure whether it originated in the instructions given me by the Company's Solicitor or in my misapprehension. I have however thought it proper to rectify it by this statement.

I am, &c.
(Signed) *A. Anstruther*,
Advocate General.

26th Sept. 1808.

Extract Fort St. George Public Consultations, the 23d February 1808.

Ibid, 23 Feb. 1808.

READ the following Letter from the Commissioners for investigating the claims of the creditors of the Nabobs of the Carnatic.

To the Honourable Sir G. H. Barlow, Bart. K. B. Governor in Council,
Fort St. George.

Honourable Sir,

1.—WE have the honour to announce our arrival at this Presidency, as Commissioners for investigating the claims of the creditors of the late Nabobs of the Carnatic, and to signify our intention of commencing the exercise of our duty in that capacity with all practicable dispatch.

2.—We request to be furnished with any public Dispatches which may have been received by Government to the Address of the Commissioners in India from the Commissioners appointed to conduct the investigation of the Carnatic claims in England.

3.—To enable us to enter on the discharge of our duty without delay, it is essential that a suitable Public Office should be immediately assigned to us, and an adequate establishment of officers placed under our controul. Of these, a statement shall be submitted for the approbation of Government in the course of a few days; and with respect to an office, we request to be apprized whether the selection of a convenient building for that purpose shall devolve upon us, or whether it be the pleasure of Government to appoint a place for our public meetings and the transaction of our business.

We have the honour, &c.
(Signed) W. Parker,
S. T. Goad,
Henry Russell.

Fort St. George,
February 21st 1808.

No. 3.

Fort St. George Public Cons. 23 Feb. 1808.

The following draft of a Reply is read and approved.

To the Committee for the investigation of the claims of the creditors of the Nabobs of the Carnatic.

Gentlemen,

1.—I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 21st instant, and to inform you, that orders have been given for furnishing you with copies of all the Papers connected with the subject intrusted to your investigation, and with the Papers received from the Honourable the Court of Directors, for your guidance.

I am further directed to inform you, that orders will be given to the Board of Trade to provide you with a proper building as a Public Office, with the requisite articles of furniture, and you will accordingly communicate with that Board on the subject.

2.—The Governor in Council approves your intention of submitting a list of the establishment which may, in your opinion, be necessary for the execution of the duties entrusted to you; but he trusts that in framing your establishment you will not lose sight of the strictest economy.

I have the honour to be, &c.

Fort St. George, 24th February 1808. (Signed) *G. G. Keble*, Acting Chief Sec. to Government.

(Ordered that it be dispatched accordingly.)

Ibid, 8 Mar.

Extract Fort St. George Public Consultations, 8th March 1808.

READ the following Letter from the Commissioners for investigating the claims of the creditors of the late Nabobs of the Carnatic.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

1.—WE have the honour to transmit to you, for the notice of the Honourable the Governor in Council, list of the officers which appear to us to be immediately necessary to enable us to conduct the duties of our Office.

2.—The salaries of the officers enumerated in the enclosed list, will not, we compute, exceed the monthly sum of 250 Star Pagodas; but the Honourable the Governor in Council may be assured, that their respective allowances shall be fixed with the utmost practicable degree of attention.

3.—The Honourable the Governor in Council will observe, that we have specified among other officers, a translator and interpreter of the Telinga and Tamul languages. In adopting this designation of an individual officer, we have been governed more by the consideration, that it would be a recommendation to the person who may be entertained to interpret the Tamul or Telinga language in a dialect known to us, to be so well versed in English as to be also able on an emergency to render a correct Tamul or Telinga version of an English document, (from which language alone, in the course of our duty, translations into the Native languages are likely to become necessary) than by an opinion, that a person so qualified will be easily found, or that if to be met with, it would be conducive to the dispatch of business to employ him generally on the double capacity of interpreter of Tamul and Telinga, and translator of English into those languages; on the contrary, we are disposed to think, that in the sole capacity of interpreter to us of the Tamul and Telinga languages, constant and full employment will arise for the services of any one person, and are of opinion that the discharge of our duty would be much facilitated and expedited, by our being afforded the assistance of the translators of Government for the execution of any translations (such as notifications and advertisements to be inserted in the public Prints,) which may be necessary to be made from the English into the Native languages. We accordingly beg leave to recommend, that the translators of Government be furnished with instructions to comply with any applications which they may from time to time receive from us, to translate English documents into the Native tongues, and that the duty of the officer to be retained by us, be confined to interpreting the Tamul and Telinga languages.

4.—On the presumption that the facility requested in the preceding paragraph will not be denied us, we still feel that we shall experience considerable difficulty

No. 3.

Fort St. George Public Cons. 8 March 1808.

in selecting a person, competently qualified as to character and attainments, to act in the very important, delicate, and confidential situation of interpreter of the Tamul and Telinga languages, and we therefore beg leave also to request, that the proper officers of Government be directed to assist us in procuring a fit officer for that situation.

5.—We likewise request to be informed, whether it be the pleasure of the Honourable the Governor in Council, that we apply to the officers of Government for such articles of stationary and office furniture as we may require for conducting our public business, or that we furnish ourselves with the necessary supply, and submit a contingent bill for the amount.

6.—As soon as a building shall have been appropriated for the transaction of our public business, it is obvious that a suitable guard will be necessary for the protection of our office and records: on the mode of this protection, whether by a guard appointed by Government, or by persons entertained by us in addition to the establishment specified in the enclosed Statement, the Honourable the Governor in Council will be pleased to determine.

7.—We request that you will apprize the Honourable the Governor in Council, that the establishment which we now report, is considered by us to be merely experimental; should we find hereafter that it will admit of any reduction, we shall not fail to reduce it, and to make known the circumstance to Government; and, on the other hand, should we find that an addition to it is absolutely necessary, we shall submit an application on the subject.

We have the honour to be, &c.

(Signed) William Parker,
S. T. Goad,
Henry Russell.

Fort St. George,
25th February 1808.

A List of the officers required by the Commissioners for investigating the claims of the creditors of the late Nabobs of the Carnatic.

1 Head Persian Moonshy.
1 Telinga Moonshy.
1 Tamul Dº - -
1 Translator and Interpreter of the Telinga and Tamul Languages.
1 Record Keeper.
1 Bramin for administering Oaths
1 Koranee Moolla for Dº - -
1 Head English Writer and Accountant.
3 Under English Writers.
1 Duftee.
1 Mirstah.
10 Peons.
1 Sweeper.

(Signed) William Parker,
S. T. Goad,
Henry Russell.

The following draft of a Reply is read, and approved.

To the Commissioners for investigating the claims of the late Nabobs of the Carnatic.

Gentlemen,

1.—I am directed to acknowledge the receipt of your Letter of the 25th ultimo, with its enclosure, and to inform you that the Honourable the Governor in Council is pleased to sanction the establishment of servants which you have stated to be necessary to enable you to enter upon the duties entrusted to you.

2.—The Governor in Council also approves your suggestion in regard to the assistance which you may from time to time require in the Tamul and Telinga languages, and orders have accordingly been given to the translators of Government to attend to such communications as they may occasionally receive from you, and to assist you in procuring a Native interpreter and translator to be in constant attendance on the Committee.

3.—With

No. 3.

Fort St. George Public Cons. 8 March 1808.

3.—With respect to the stationary which may be required for your use, the Governor in Council desires that you will, as you may find it necessary, indent for supplies of that article from the Public Stores, in the same manner as other public offices; and he further directs me to inform you, that orders will be given for furnishing you with the necessary articles of office furniture, and with a guard for the protection of your office and records so soon as a building shall have been provided for your use.

I have the honour to be, &c.

Fort St. George, 9th March 1808. (Signed) *G. G. Keble*, Acting Chief Sec. to Gov.

(Ordered that it be dispatched accordingly.).

Ibid, 22 March.

Extract Fort St. George Public Consultations, the 22d March 1808.

READ the following Letter from the Commissioners for investigating the claims of the creditors of the late Nabobs of the Carnatic.

To the acting Chief Secretary to Government.

Sir,

We request that you will do us the favour to direct the native Telinga translator to Government to furnish us with a translation in that language of the accompanying Advertisements, for insertion in the Government Gazette.

Fort St. George, 15th March 1808. We have the honour, &c.

(Signed) W Parker.
S. T. Goad.
Henry Russell.

Fort St. George, 15th March 1808.

Office of the Commissioners for investigating the debts of the late Nabobs of the Carnatic.

The Commissioners in India for investigating the debts of their late Highnesses Wallahjah and Omdut ul Omrah, late Nabobs of the Carnatic, and of the late Ameer ul Omrah, do hereby give notice to all persons who claim to be Creditors of the said Nabobs, and of the said Ameer ul Omrah, and who are desirous of becoming parties to the Deed for the liquidation of those debts, that they will be ready to receive all claims that may be presented at their Office at Fort St. George between the 1st day of April and the 30th day of June 1808, by creditors or their agents; after which period none will be received or admitted to the benefit of this arrangement.

That the parties may be informed what particulars are to be stated in making their applications, the Commissioners further give notice, that the nature of the debt, and original consideration on which it was contracted, must be explained; that is to say, if the debt arose from money lent or paid, or for articles supplied, or for services performed, the sum so bonâ fide lent or paid, the articles so supplied, and the nature and length of the services so performed, must be specifically detailed. When interest make any part of the claim, the rate must be stated, and whether it be according to the rate specified in the obligation, or on what other ground it is claimed, and the amount of interest is to be distinguished from the principal.

Where parties reside at a distance they must appoint an agent, duly authorized, to appear before the Commissioners; when the original creditor is not living, the heir or personal representative, or persons in possession of bonds or other claims, not original creditors, are required to state the circumstances under which the bonds or claims came into his or their possession, whether in their own right, or for the use of other persons, and the value or consideration bonâ fide paid, or securities given for them.

Schedules of all claims, and of the names of the claimants, will be published in the Government Gazette, for the information of those who may be interested in supporting or opposing the same; and the Commissioners will give due notice to the parties or their agents supporting or opposing any debt, of the day on which it is to be taken into consideration.

The Commissioners further give notice, that an Abstract in the following form must accompany each claim.

CLAIM

CLAIM of A. B. submitted for the consideration of the Commissioners.

Name of the original Creditor.	Name of the Claimant.	Date of the Claim.	Amount of the Principal of the Claim in the Can specified in the obligation on Account.	Amount of the Interest, to the 12th of February 1785, and the rate thereof.	Amount of the Interest from the 12th of February 1785, to the 15th of May 1804.	Aggregate Amount of the Interest.	Aggregate Amount of the Claim in the Can specified.	Aggregate Amount in Pounds Sterling, at 8s. per Pagoda.	Vouchers produced in support of the Claim.	REMARKS.
									[This column to contain the substance of the Vouchers, which are to be numbered in the order in which they are referred to, and to be sealed in a separate packet, and endorsed "Packet of Vouchers in "support of the Claim of "A. B."]	[This column to contain whatever particular circumstances the individuals may have to state in further support of their Claims.]

No. 3.

Fort St. George Public Cons. 22 March 1801.

No. 3.

Fort St. George Public Cons. 22 March 1811.

As a guide to the parties in calculating the interest on their respective claims, the following abstract from the Deed of Agreement is given.

The debts are to be arranged in two classes.—The first class is to comprize all debts of the Nabob Wallahjah contracted prior to the 12th day of February 1785, all debts contracted by the said Wallahjah and the Nabob Omdut ul Omrah, respectively, for pay and allowances to Civil and Military Servants, and all debts contracted by the late Nabob Wallahjah, at any time, which the Court of Directors of the East India Company have specially approved, or which they specifically requested the said Nabobs to discharge. Interest on this class is to be calculated from the date of such debts respectively, at the rate specified in the bonds or obligations, not exceeding twelve per cent. per annum, to the 12th day of February 1785, and from the said 12th day of February 1785 to the 15th day of May 1804; simple interest of six per cent. per annum is to be computed on the original principal.

The second class is to comprize all other debts remaining unsettled and contracted to private creditors by the said late Nabob Wallahjah, and the said late Nabob Omdut ul Omrah respectively, or by his Highness the late Ameer ul Omrah. On these debts simple interest, at the rate of five per cent. per annum, is to be calculated from the time when such debts respectively were contracted, to the 15th day of May 1804.

The Deed of Agreement will remain open for the inspection and signature of the creditors at the Office of the Commissioners, from the 1st day of April until the 30th day of June 1808.

Fort St. George, 15th March 1808.

Office of the Commissioners for investigating the debts of the late Nabobs of the Carnatic.

The Commissioners in India acting in execution of an Agreement between the East India Company and the creditors of the late Nabobs of the Carnatic, think it proper to give this public notice, to all persons whom it may concern, that an Act of Parliament has passed, the 46th George III. cap. 133, to enable the Commissioners, both in England and India, the better to carry the Agreement into effect, and that its principal enactments are the following: viz.

The Commissioners are to be sworn to the faithful execution of the powers and trusts vested in them by the Deed of Agreement. They are authorized to examine all persons, whether parties or witnesses, upon oath; and it is declared lawful for them, as well as for all persons duly authorized, to administer oaths; to administer an oath to any person making affidavit or deposition in writing, touching any matter referred to the Commissioners, or relating to the execution of the trust reposed in them. And in case any person in such examination upon oath, or in any such affidavit so sworn, shall wilfully and corruptly give false evidence, or make any false answer, statement, or deposition, every person so offending is declared subject to the pains and penalties of wilful and corrupt perjury.

The Commissioners are authorized, if they shall see fit, (either of their own accord or at the instance of the Company, or of any person having an interest to support or oppose any of the claims) to summon by their Precept any person to attend them, and require the production of books, deeds, papers, accounts, or writings; and if any person shall abscond, or wilfully avoid being summoned by the Precept, or after being summoned shall wilfully neglect to appear before the Commissioners, or to produce the accounts or writings in their possession that have been required, or shall refuse to be sworn, or being sworn shall refuse to answer the questions of the Commissioners, it is declared lawful for the Commissioners to issue their Warrant for committing every such person to prison, there to remain without bail or mainprize, until he shall submit to be sworn and be examined, or to make the production required.

It is provided, that no person resident in the United Kingdom shall be compelled by virtue of this Act to go and appear before the Commissions in India, nor any person resident in India, to come and appear before the Commissioners in England.

And it is provided, that no person shall be compelled to appear before the Commissioners unless at the service of the Precept, or within a reasonable time before the day appointed for attendance; the probable amount of his expenses, and a reasonable compensation for his loss of time shall be tendered to him. Every person who attends the Commissioners shall be entitled to re-imburse-

No. 3.

Fort St. George Public Cons. 24 March 1808.

ment, payable by those at whose instance the Precept was issued. The Commissioners are authorized, at the request of any person entitled to re-imbursement, to settle the amount, and to make an order fixing a time and place for those liable in the payment to discharge it, and the person shall still be at liberty to make his election, either to accept of the amount ordered by the Commissioners, or to proceed for the recovery of his expenses and reasonable compensation by action at law. It being declared, that in case of his accepting the sum so ordered, if payment is not made, he shall recover that specific sum, together with double costs of suit.

(Signed) W. Parker,
S. T. Goad.
Henry Russell.

Resolved, that the Advertisements submitted with the foregoing Letter be delivered for translation to the Native translator of Government, and that the translations when finished be returned to those Gentlemen.

Extract Fort St. George Public Consultations, the 24th March 1808.

(Diary) Received the following Letter.

To the Chief Secretary to Government, Fort St. George.

Sir,

I AM directed by the Honourable the Governor to transmit to you, for the purpose of its being laid before Council, the accompanying Letter from the Secretary to the Nabob of the Carnatic, delivered to me by Mahomed Hyatt, who resides in Triplicane, near the back gate of the Government gardens.

I have the honour to be, Sir,
Your most obedient servant,
(Signed) *A. Barclay*, Town Major.

Fort St. George,
24th March 1808.

Major R. Barclay, Town Major, &c. &c. &c.

Sir,

I AM directed by his Highness the Nabob of the Carnatic to send to you herewith a man, of the name of Mahomed Hyatt, who is in possession of several bonds to a large amount, which he asserts to be forged bonds; and he professes to say, that he can develope the whole business of the fabrication; and if he meets with encouragement, and is assisted by authority, that he will point out and apprehend the several persons who have been concerned in this nefarious business.

This man is not now in the Nabob's service; his Highness therefore deemed it proper to send him to you, and he hopes he may be of essential service in the detection of fabricated bonds.

I have the honour to be, Sir,
Your very obedient humble servant.
(Signed) John Battley.

Chepauk-house,
22d March 1808.

Sent in consequence the following Letter:

To the Commissioners for investigating the claims of the creditors of the late Nabobs of the Carnatic.

Gentlemen,

I AM directed by the Honourable the Governor in Council to transmit to you the accompanying copies of a Letter and Enclosure from the Town Major of Fort St. George, relative to a Moorman, who has given information to his Highness the Nabob, on the subject of a number of forged bonds, now in his possession, and who professes to be able to make further discoveries on the same subject, if supported by Government.

I have the honour to be, Gentlemen,
Your most obedient servant,
(Signed) *G. G. Kemble*, acting Chief Sec. to Gov.

Fort St. George,
24th March 1808.

No. 3. Extract Fort St. George Public Consultations, 12th April 1808.

Fort St. George Public Cons. 12 April 1808.

READ the following Letter from the Commissioners for investigating the claims of the creditors of the late Nabobs of the Carnatic.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

1.—We have the honour to transmit to you, for the notice of the Honourable the Governor in Council, a Statement of the salaries which became due on the 1st instant to such of the public servants, employed in our Office, as were entertained before that period; and beg leave to request that necessary orders may be issued for their payment.

2.—We shall take a future opportunity of submitting to the Honourable the Governor in Council, a Statement of the salaries of such servants as we may find it necessary to entertain to complete our establishment, subsequently to the 1st of the present month.

3.—With the single exception of the Head Persian Moonshey, we have been able to supply ourselves at Fort St. George with all the public servants whom we have hitherto employed, and none of them were, therefore, entertained by us at an earlier period than the 15th ultimo. But the peculiar delicate and confidential nature of the duty which must necessarily be confided to the execution of our Head Persian Moonshey, appeared so urgently to require that he should be entirely free from all local connexions at Madras, as well as from any suspicion of the most remote interest in the investigation to be conducted by us, that the first and second Commissioners deemed it to be expedient to bring with them from Bengal, a person to fill that office, of whose character and qualifications they were satisfactorily convinced.

4.—We have considered the monthly sum of 50 Star Pagodas to be a fair and proper salary for our Head Persian Moonshey; and we trust, that, under the circumstances we have stated, the Honourable the Governor in Council will concur with us in thinking that he is reasonably entitled to draw that amount from the 15th December last, the day on which he was entertained in Bengal as a public servant of the Commission.

We have the honour to be, &c.

Fort St. George, 8th April 1808. (Signed) W. Parker, S. T. Goad, Henry Russell.

The Board are pleased to sanction the expense incurred by the Commissioners to the 1st instant on account of their Establishment, amounting to Pagodas 215. 22. 40. and it is accordingly resolved, that the bill which was submitted by them on that account be countersigned and returned to them.

The Board approve the principle upon which the first and second Commissioners acted in regard to the Head Persian Moonshey; and it is accordingly resolved, agreeably to the recommendation of the Commissioners, to sanction the salary of 50 Pagodas per month for that person, with the arrears from the 15th December last.

Ibid, 3 May 1808.

Extract Fort St. George Public Consultations, the 11th May 1808.

READ the following Letters from the Commissioners for investigating certain debts due by the late Nabobs of the Carnatic.

To the Chief Secretary to Government, Fort St. George.

Sir,

We have the honour to transmit to you for the notice of the Honourable the Governor in Council, the accompanying Statement of the salaries of the officers entertained by us, which became due on the 1st instant, and beg leave to request that the necessary orders may be issued for their payment.

The officers included in the present Statement, who were entertained on the 1st ultimo, in addition to those specified in the Statement submitted to Government on the 8th ultimo, consist of a Tamul and Telinga translator, at 40 Pagodas per mensem, 2 English Writers at 10 Pagodas each, 2 Sweepers at 1 Pagoda 10 Fanams each, and 1 Toty at 1 Pagoda per mensem.

In fixing the salaries of these officers, we have been guided by the standard of allowances

allowances paid to officers of the same description in the Court of Sudder Adawlut. No. 3.

A Statement of the remaining Native Officers which we may find it necsesary to employ will hereafter be submitted for the information of Government. Fort St. George Public Cons. 11 May 1808.

We have the honour, &c.

Office of the Commissioners for investigating the Carnatic Debts, Fort St. George, May 6th 1808. (Signed) W. Parker, S. T Goad, Henry Russel.

To George Buchan, Esq. Chief Secretary to Government, Fort St. George.

Sir,

We have the honour to transmit to you a Statement of the contingent expenses incurred in our Office during the month of April, and request that you will do us the favour to submit it to the Honourable the Governor in Council, with a solicitation that he will be pleased to sanction the payment of the amount.

We have the honour, &c.

Office of the Commissioners for investigating the Carnatic Debts, Fort St. George, May 7th 1808. (Signed W. Parker, S. T. Goad, Henry Russell.

Resolved, that the Commissioners be informed that the Board have been pleased to sanction their establishment for the month of April, amounting to Pagodas 196. 20. and to authorize the payment of their contingent bill for the same month, amounting to Pagodas 3. 27. 75.

Extract Fort St. George Public Consultations, the 17th May 1808. Ibid, 17 May 1808.

READ the following Letter from the Commissioners for investigating the claims of the creditors of the late Nabobs of the Carnatic.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to request that you will submit to the Honourable the Governor in Council our application, to be furnished with a copy of the Proceedings and Affidavits referred to in the following article of the Deed of Agreement concluded between the East India Company and the creditors of the late Nabobs of the Carnatic.

"And it is hereby declared, that the Proceedings of a Committee which sat at Madras between the years one thousand seven hundred and eighty-five, and one thousand seven hundred and ninety-one, on the subject of the debts of the said late Nabob Wallahjah, together with the Affidavits made by claimants and others on their behalf, in conformity to the orders of the Court of Directors of the said United Company, as signified in certain Letters of the Secretary of the said United Company to John Fordyce, Esq. bearing date respectively the tenth of June one thousand seven hundred and ninety-six, and the ninth day of March one thousand seven hundred and ninety-seven, shall be referred to the said Commissioners in Loudon, who shall give them their due weight in deciding on the several claims to be made before them." Article 20.

We have, &c.

Fort St. George, 15th March 1808. (Signed) W. Parker, S. T. Goad, Henry Russell.

Ordered in consequence, that the following Letter be dispatched to the Chief Secretary to the Government at Fort William.

To Thomas Brown, Esq. Chief Secretary to Government, Fort William.

Sir,

I am directed by the Honourable the Governor in Council to enclose the copy of a Letter received from the Commissioners appointed for the adjustment of the debts of the late Nabobs of the Carnatic, as the proceedings of the Committee which was appointed in 1785 for the investigation of those debts are not to be found in any of the public offices at this Presidency. I am directed to express the request of the Governor in Council, that it may be ascertained whether a copy of

No. 3.

Fort St. George Public Cons. 10 June 1808.

those Proceedings may not have been transmitted to Bengal. In such case it will be desirable that it should be transmitted to this Presidency as soon as practicable.

I have the honour to be, Sir,
Your most obedient humble servant,
(Signed) *G. Buchan*,
Chief Sec. to Gov.

Fort St. George,
18th May 1808.

Extract Fort St. George Public Consultations, the 10th June 1808.

READ the following Letter from the Commissioners for investigating the Carnatic Debts.

To George Buchan Esq. Chief Secretary to Government, Fort St. George.

Sir,

We have the honour to transmit to you a Statement of the contingent expenses incurred in our Office during the month of May, and request that you will do us the favour to submit it to the Honourable the Governor in Council, with a solicitation that he will be pleased to sanction the payment of the amount.

We have the honour to be, &c.
(Signed) W. Parker,
S. T. Goad,
Henry Russell.

Office of the Commissioners,
for investigating the Carnatic Debts,
Fort St. George, June 6th 1808.

Resolved, that the contingent bill submitted with the foregoing Letter be countersigned for payment and returned to the Commissioners, and that they be at the same time informed that the Board are pleased to permit them to charge for articles of a contingent nature, which may be required for the use of their Office, in their monthly indents, in the same manner as the other public officers at this Presidency.

Ibid, 10 July 1808.

Extract Fort St. George Public Consultations, the 10th July 1808.

Received the following Letter.

To the Chief Secretary to Government.

Sir,

In conformity to the provision contained in the 26th article of the Deed of Agreement between the United Company of Merchants of England trading to the East Indies of the one part, and the creditors of the late Nabobs of the Carnatic of the other part, we have the honour to transmit, for the information of the Honourable the Governor in Council, the accompanying two printed Schedules of claims preferred before the Commissioners in England, and before ourselves.

No objections have yet been made to any of the claims preferred before the Commissioners; but in the event of any objections being made, copies of them will be transmitted for the information of the Governor in Council.

We have the honour to be, &c,
(Signed) W. Parker,
S. T. Goad,
Henry Russell.

Office Commissioners,
Fort St. George, 9th July 1808.

Ibid, 19 July 1808.

Extract Fort St. George Public Consultations, the 19th July 1808.

READ the following Letter from the Commissioners for investigating the claims of the creditors of the late Nabobs of the Canatic.

To the Chief Secretary to Government.

Sir,

We beg leave to acquaint you, for the information of the Honourable the Governor in Council, that we have found it necessary to entertain the following officers in addition to our former Establishment, and request that you will obtain the sanction of Government to our charging the amount of the salaries of these officers in our monthly abstracts.

From the 1st June, 1 Mirdah - - - - - - at 5 Pags. per Mr
From the 1st instant, 1 Guzzerat Moonshee - - - - - 10 - - Do

No. 3.

Fort St. George Public Cons. 19 July 1808.

From the 1st instant,	1 Mahratta Writer	- - -	at	8	Pags per Mr
From - - D° - - D°	1 Telinga D°	- - - -		8	- - D°
From - - D° - - D°	1 Malabar Writer	- - - -		8	- - D°
From - - D° - - D°	1 Oath Bramin	- - - -		3	- - D°
From - - D° - - D°	1 Koranee Mulla	- - - -		3	- - D°

We have the honour to be, Sir,
(Signed) W. Parker.
S. T. Goad.
Henry Russell.

Office of the Commissioners
for investigating the Carnatic Debts,
Fort St. George, 4th July 1808.

Resolved, that the Commissioners be allowed to charge for the additional servants mentioned in the foregoing Letter, and that a copy of the Letter be furnished to the Accountant General and Civil Auditor for his information and guidance.

Extract Fort St. George Public Consultations, the 26th August 1808.

Ibid, 26 Aug. 1808.

READ the following Letter from the Commissioners for investigating the Carnatic Debts.

To the Chief Secretary to Government, Fort St. George.

Sir,

We request that you will obtain the orders of the Honourable the Governor in Council for our being furnished with a Certificate of the amount of monies received into the General Treasury from the late Nabobs Wallahjah and Omdut ul Omrah, on account of the late General Joseph Smith, or his representatives; and with an attested copy of a Letter from the Nabob Wallahjah to Sir Archibald Campbell, Governor of Madras, dated the 12th September 1787.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, Aug. 19th 1808.

We have the honour to be &c.
(Signed) W. Parker,
S. T. Goad.

Resolved, that a copy of the foregoing Letter be transmitted to the Sub-treasurer, and that he be desired to prepare and submit the Account therein required with the least practicable delay.

Extract Fort St. George Public Consultations, 30th August 1808.

Ibid, 30 Aug. 1808.

READ the following Letter from the Commissioners for investigating the Carnatic Debts.

To the Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to transmit to you for the information of Government, the subjoined Extract of Instructions received by us from the Commissioners in England, under date the 16th of February last, and to request that you will obtain the orders of the Honourable the Governor in Council for our being furnished with the Accounts alluded to therein, to enable us to comply with the instructions of the Commissioners.

Office of Commissiones
for investigating the Carnatic Debts,
Fort St. George, Aug. 19th 1808.

We have the honour to be, &c. &c.
(Signed) W. Parker,
S. T. Goad.

In addition to our general Instructions of the 6th August 1806, we have to request that in every case either investigated in the first instance by yourselves, or transmitted by us for your further investigation, you will carefully check and compare the claim of debt with the accounts of the registered debts, which you will have access to in the Register's Office, and in the Treasury Office at Fort St. George.

(A true Extract.)

(Signed) W. Parker,
S. T. Goad.

Resolved in consequence, that the following Letter be dispatched to the executors of Mr. Alexander Cockburn, late Register of Nabob's debts.

No. 3.

Extract Fort St. George Public Consultations, 13th September 1808.

Fort St. George Public Cons. 13 Sep. 1808.

READ the following Letter from the Commissioners for investigating certain Debts of the late Nabobs of the Carnatic.

To the Chief Secretary to Government.

Sir,

We request that you will do us the favour to state to the Honourable the Governor in Council, that it is likely to become occasionally necessary for us to address the Revenue and Judicial Officers of Government on this Establishment, situated in the country, respecting the accounts of the different districts under their charge, previously to the cession of the Carnatic to the Company, or relative to the examination of witnesses or matters under enquiry by us.

Should it be the pleasure of the Honourable the Governor in Council that we should carry on this occasional correspondence without the intervention of Government, we request that he will be so good as to issue such circular Instructions as may appear sufficient to secure attention to our applications, and also to direct the Postmaster General to forward our Letters on the Public Service free of charge.

On the other hand, should the Honourable the Governor in Council deem it advisable that we should make our applications to the officers of Government situated in the interior of the country, through the medium of Government itself, we request that you will be so good as to point out to us the particular method which it is desired we should adopt in conducting our correspondence.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 7th Sep. 1808.

We have, &c. &c.
(Signed) W. Parker,
S. T. Goad.

Ordered, that the Commissioners for investigating the Carnatic claims be informed that there can be no objection to their corresponding with the Judicial and Revenue Authorities in the territories of the Carnatic on all subjects connected with their enquiry, and that those Authorities will be directed to attend to all communications from them on points of this nature.

Resolved further, that the Postmaster General be directed to receive all public Letters that may be franked by the senior member of the Commission free from postage, agreeably to the request submitted in the foregoing Letter.

Ibid, 25 June 1808.

Extract of Fort St. George Public Consultations, 25th June 1808.

To the Commissioners for the investigation of claims against the late Nabobs of the Carnatic.

Gentlemen,

The Honourable the Governor in Council having judged it proper to appoint a Committee for the purpose of investigating the grounds of information which had been stated respecting the forgery of Nabobs' bonds to a large amount, I am directed to enclose for your information, a copy of the Report of the Committee, and of the Proceedings connected with their enquiry.

If you shall deem farther information to be necessary on the subject of the supposed forgeries, the Company's Solicitor will be directed to attend you for the purpose of assisting in the elucidation of any point connected with that object.

I have, &c.
(Signed) *Geo. Buchan*,
Chief Sec. to Gov.

Fort St. George, 25th June 1808.

To the Solicitor for the Honourable Company.

Sir,

I am directed to acknowledge the receipt of your Letter of the 21st instant, with the Report and Proceedings therewith submitted.

It has been judged proper to transmit those Papers to the Commissioners for the investigation of claims against the late Nabobs of the Carpatic, and you will, agreeably to the suggestion of the Committee, prepare to afford to the Commissioners the farther information that may be necessary regarding the bonds that are stated to have been purchased under false Certificates.

The Governor in Council further desires, that you will, in communication with the Advocate General, report the expediency of proceeding in the prosecution of the

the persons who are supposed to have been guilty of making false entries in the treasury books of the Durbar.

No. 3.

Fort St. George Public Cons. 25 June 1808.

The Governor in Council considers the Report of the Committee to be entirely satisfactory.

Farther Papers on the subject of alleged forgeries having been submitted by the Paymaster of stipends, I am directed to enclose those Papers for the purpose of being laid before the Committee.

I am, &c. &c.
(Signed) *Geo. Buchan*,
Chief Sec. to Gov.

Fort St. George,
25th June 1808.

Saturday, 14th May 1808.

AT a meeting of the Committee appointed by Government for the prosecution of the enquiry relative to the alleged forgery of Nabob's bonds,

Present: { Mr. Anstruther, Capt. Thompson, Mr. Oliver, Mr. Orme.

Mr. Anstruther submits to the Committee a minute, with an extract of a Letter to the Honourable the Governor, and a copy of a Memorandum on the subject of the present enquiry, which he requests may be entered on the minutes of their Proceedings, which is ordered accordingly.

"On the 7th December I was directed by Mr. Petrie, then Governor, to receive communications offered to Government by one Loyd, concerning the fabrication of Nabobs' bonds. I saw him on the 8th; being confined by indisposition wrote a note to the Governor on the 9th, stating the substance of what had passed. The accompanying Extract (No. 1.) contains so much of it as seems necessary to be here stated; on the 14th I again saw Mr. Loyd, Mr. Orme, the Company's Solicitor, being also present. I immediately communicated the result to the Governor, and afterwards by his directions gave him a Memorandum of the whole that had then passed (No. 2. accompanying): on comparing the Note of the 9th December with the Memorandum of the 19th, it will be seen that from the result of the first interview, I was inclined to consider Loyd as merely the instrument of Senevas Row in attaining his avowed object, to be employed confidentially to discriminate the good from the bad bonds; and that in the second interview I saw more reason to suspect that the whole was merely a contrivance to procure money from Government. What passed immediately afterwards satisfied me that both impressions were correct to a certain extent; that the plan originated with some persons interested in removing those servants, now confidently employed in the accounts of the Durbar, and in substituting others in their place, and that the attempt to procure money was merely a subordinate plot of the instruments employed.

"On the 20th December, Mr. Loyd came to my garden house with his Dubash Raganauth and a broker named Vencatasawmy. They explained the means employed by them to get bonds: the broker had been instrumental in selling two forged bonds to a Gentleman whose name they mentioned, the one for 50,000 Pagodas, the other for 31,000 Pagodas. They represented that there are crores of fabricated bonds; and the broker gave me a list of what he said he had learned from the fabricators were of that description, when he was acting as their broker. They said, the money got by the sale was to be divided between the chop or seal-maker, the writer and the nominal owner, and the Mootsuddies of the Durbar, particularly Reddy Row; but they could not specify the shares or other particulars of each in any bond. In speaking of the bond in the name of Doctor Loyd, and for the authentication of which Loyd had before asked 1,000 Pagodas, I found from Ragonauth that Loyd had only been desired by him to ask for 500 Pagodas from Government. Upon my asking Loyd how he came to ask for 1,000 Pagodas, when only 500 Pagodas was wanted, he treated it as a trivial mistake from inadvertency. The Dubash then said, that as he found Government had refused to advance the money, he had made another arrangement, and would go on without it to get the verification of Reddy Row to the fact of the fabricated bond in Loyd's name, being supported by corresponding entries in the dufters; that one Cocky Seenavasa Row, who had been the security for Mr. ————'s pur-

No. 3.

Fort St. George Public Cons. 25. June 1808.

chases, and whom they represent as a confidential friend of Reddy Row, would arrange it. I told them that if they could produce such verification for any bond to Loyd, (as he never had but one real bond, which was given him by the Ameer for his services) it would be clear proof against the person giving the verification; and that if any entries in the Durbar books should be found to corroborate it, they would materially shake the authenticity of the whole; but that they must pursue their own course in it. Vencatasawmy the broker said, that the fabricator of the seal, the writer of the byze, and the writer of the body of the bonds, had informed him of the whole arrangement for fabricating bonds, in consequence of the person who sold the above two bonds having defrauded them of their portion of the price of one of them; that the broker who had managed the sale had also defrauded him (Vencatasawmy) and his partner (Vadagapaty Seenwasiah Braminy) of their full share of the commission received by him on the sale; that he had been also defrauded afterwards by the seal-maker and writers of the bonds of a sum they promised him for his assistance, from which he seemed to account for his communicating what he knew to Loyd: he and Raganauth also said that they had hopes of getting the writer of the body of the bonds to come to Loyd to communicate all he knew. They described him as a lame man, by name of Kistna Row.

" Upon reporting the last conversation verbally to the Governor, he agreed with me in considering the whole unworthy of further notice, and I made no written report of it.

" On the 5th January I saw Loyd again, he asked an advance of money, which I declined making to him; he also asked me to introduce him to the new Governor, which I declined, and told him to introduce himself; he then told me that he was proceeding in his discoveries, and expected to meet Reddy Row that night or next day; I desired him to take his own measures, and if he should clench the matter then to bring it forward.

" Afterwards I understood that Senevasa Row was dead; and Mr. Loyd has again come forward as the representative of other persons, whose names I had not heard of in the former communications, but all tending to the same object of fixing guilt upon Reddy Row and the other servants now confidentially employed, and of placing themselves in their room.

" I have received from the Governor the statements of several informants, now brought forward by Mr. Loyd; the information of Davady Senewas Row, (communicated by Mr. Babington) and also the representations of Mohommed Hyaut and his coadjutors, all of whom will be ordered to attend the Committee in support of their charges."

(Signed) " *A. Anstruther.*"

14th May 1808.

No. 1.

Extract from a Letter addressed to the Honourable the Governor, dated the 9th December 1807.

" There does not seem to me to be any thing urgent in the nature of the information communicated to me: Loyd himself says he has been for years bringing it towards a discovery, and there is no particular crisis of it now. He says that he has got one named Streenevash Row, or Senevas Row, to peach, and that the goldsmith who has been employed to make the false chop or seal of the Nabobs, is ready to come forward as a witness, as well as one of the brokers who sold the forged bonds. He says that all the head Mootsuddies and Book-keepers at the Durbar are concerned, and had shares of each bond sold with the goldsmith and brokers, and some allowance was made for the person whose name was used, He names Reddy Row, Condul Row, Sooba Row, Decombee Row, and one other whom I forgot, as the principal people at the Durbar concerned; Streenevasa Row (the informer) he represents as the Bramin of Syph ul Dowlah, and he told me he has now for sale a forged bond for his master, Syph ul Dowlah. But as Syph ul Dowlah is probably connected with the opposition party at the Durbar, who have the real chops of the Nabobs, it is not at all impossible that this may be merely a trick to discredit these bonds, in which that party has no share; for I believe there is no doubt that they have forged a great multitude by annexing the real chop. This suspicion is strengthened by the proposition of Loyd, that this Strenevas Row shall be not

No. 3.

Fort St. George Public Cons. 25 June 1807.

only taken into pay, (25 Pagodas per month he proposes) but be employed on the arrival of the Commissioners, to tell them what are real, and what are false bonds: this has been suggested by Strenevas Row himself, and looks very like a plan to get the whole game into his own hands; on the other hand, Loyd says he has a forged bond in his own name for 50,000 Pagodas; for which, if he chuses to expose it for sale, all the Durbar people (Reddy Row, &c.) will give certificates of validity. He proposes that an apparent purchaser shall be directed by Government to apply to the Durbar people for information, and he speaks with confidence of the report being favourable. If this expedient should succeed, it would prove these men to be rogues; and if the books of the Durbar should be found to correspond with their Report, it would establish the falsity of those books, which he charges to be the case: I confess I have some fear that this statement may be correct in general, and that the experiment will prove so."

(A true Extract.) (Signed) "*A. Anstruther.*"

No. 2.—Memorandum.

"On the 7th December I received information from the Governor, that a Mr. Loyd had offered to the sheriff, Mr. Miller, to bring forward important discoveries as to the fabrication of Nabobs' bonds. It was settled between Mr. Orme, Mr. Miller and myself, that Mr. Loyd should come to my garden house on the 9th; he came, and at his desire I did not then send for Mr. Orme to attend, as had been arranged.

"Mr. Loyd told me that he is a German; that he was formerly in the service of Hyder, as Chief Physician, on a salary of 1,000 Sultanny Pagodas per month, but that on seeing the approaching ruin of the Europeans in India, in the war of 1780, he had entered into correspondence with Sir Eyre Coote, and by his communications had saved the British at Cuddalore, and upon other important events, and finally came over to our army. That after the war, Sir Eyre Coote, who was his friend, being dead, his allowances were struck off, and he was reduced to beggary, and has ever since subsisted on his earnings as a Physician in Black Town, being now 80 years of age.

"He told me that about two years ago, one Senevas Row, the Bramin of Syph ul Mulk, and now of his son, Syph ul Dowlah, came to him and asked him if he could dispose of a bond for his master; Lloyd said he could if he were sure it was a good one; but upon pressing Senevas Row, he found that it was a forgery; that he then cautioned Senevas Row against being engaged in the sale of a false bond, assuring him that he would be hanged if he did; that Senevas Row was astonished at the danger he was so near incurring, and assured him he has never since been engaged in such transactions; that he was induced from the above circumstance to sift the matter, and discovered from Senevas Row, that there is a regular conspiracy for the uttering of fabricated bonds; that he has been labouring for two years to bring to maturity this investigation."

The Memorandum then proceeds to a repetition of the substance of the conversation, stated in the Note of 9th December, and of the monthly pay asked, and the experiment proposed by Mr. Loyd.

The Governor as well as Mr. Orme thought it improper to give pay to the associates as being subornation of evidence; and upon a suggestion from the Governor, of the great delicacy which ought to be used in taking any step which might alarm the holders of this property, as to the authenticity of the records at the Durbar, I suggested the expediency of the Governor's sending in the mean time some confidential servant of Government to ascertain at the Durbar whether the offices in which the accounts are kept, had ever been opened since they were sealed at the desire of Lord Clive. The Report made upon this enquiry by the Town Major was most satifactory; that they never had been opened, nor the Nabob's seal removed, except upon some particular occasions in the Nabob's presence. The Governor also informed me of Loyd's character, with which I was till then unacquainted.

On the 14th, after leaving the Governor, I found Mr. Loyd at my Chambers in the Fort, and sent for Mr. Orme, who in my presence examined him more closely as to the facts which he could establish. We found that he could not point out one bond as having been fabricated and sold by means of the favourable

reports

No. 3.

Fort. St. George Public Cons. 25 June 1808.

reports of the people at the Durbar; he spoke indeed of two as having been sold by those means, but his associates not having been the parties to the transaction, he could not speak positively as to any certificates having been given by the Durbar people in their favour. As to all the others, he admitted that his only information was from hearsay: still however his own fabricated bonds seemed to offer a fair experiment, and we proceeded to enquire into his plan regarding it. He said that the goldsmith who forged the chop employed one Narrain, a confidential agent, who was to have for himself and the goldsmith the principal share of the money for which the bond should be sold, Loyd only receiving the usual commission for the use of his name and for getting it off; he did not even know the amount of his commission; he said that they expected to settle it for 20 per cent. which as the bond was for 50,000 Pagodas, would have been 10,000 Pagodas; that after deducting his commission and 1,000 Pagodas for the Durbar people, all the rest was to go to the goldsmith and his agent Narrain, both of whom he represented as being wholly ignorant and unsuspicious of the purpose which he intended to answer by the transaction: that Narrain and himself were to exchange agreements for the division of the benefits of the fraud. He then said, that he was expected to pay down the sum of 1,000 Pagodas to the Durbar people before they would agree to report favourably of the bond, and if Government wished the experiment to be made, it must advance that sum for him. Mr. Orme and myself were very much surprized at this proposal, and pointed out to Mr. Loyd the extreme improbability of the other parties, who were to receive the bulk of the advantage, and who by fabricating bonds for crores must be now rich, expecting this advance from him, who was notoriously a man in indigent circumstances. To this he answered, that they supposed him to be very rich. Thus the proposed experiment, which seemed at first to be such as ought at least to be fairly tried, came under the suspicion of being merely a trick to obtain 1,000 Pagodas and a monthly allowance for a certain time from Government.

Mr. Orme and myself accordingly told Mr. Loyd, that he must carry on his discoveries and detections in his own way, and that when he should have brought them to prove direct facts, we should hope to hear from him; and I reported the circumstances to the Governor.

(Signed) *A. Anstruther.*

The Committee agree to meet every Tuesday, Thursday, and Saturday, until the enquiry is finished; and Mr. Lloyd and the other persons named by him are to be desired to attend the Committee on Wednesday next, and communicate such information as they may possess.

Adjourned to Tuesday.

Tuesday 18th May 1808.

Present, the four Members.

Mr. Charles Loyd appearing before the Committee is informed, that his previous communications to Mr. Anstruther have been stated to the Committee. Mr. Loyd then proceeds to inform the Committee, that Shenavasa Row, who was first to afford him information on the subject of forgeries, is dead, and that Ragoonaud his Dubash had procured all the information he had received. That he Mr. Loyd held out to those who have attended him, that by making the discoveries to Government, they would not only benefit themselves, but the East India Company and Mr. Loyd himself; that the whole of the information he has, is from the men he is about to bring forward; that on reading over the list of bonds in the Newspapers claimed by Reddy Row, one Beena Row, and Boojunga Row, and some other Natives were in his house, and stated to him that one for Pagodas 30,500, No. 103, in the name of Gopaul Row, and all the others standing as claims by Reddy Row and Duttagee Moorlapah, were forgeries, and that they could prove the same; that Bema Row was one of the confidential servants of Reddy Row. Mr. Loyd is then reminded what he seemed to have forgot, that he has in his Letter to the Governor of the 28th April last, stated that he had received six *verifications under the hand of Reddy Row* of forged bonds, and is asked where those verifications are: to this he at length answers, that by verifications he meant the proof afforded by the Newspapers, and that was the certificate or verification he alluded to in his Letter.

He

No. 3.

Fort St. George Public Cons. 18 May 1808.

He was then asked, whether by the verifications under the hand of Reddy Row, he meant to say, that he had only known what was in the Newspaper: he answered, "I only know what is in the Newspapers." Mr. Loyd is then called upon to produce the verification of the other Mootseddies belonging to the Nabob, referred to in the same Letter to Government. He produces a bond of the Nabob Wallahjah, dated 7 Shaval 1199, in the name of Vedelinga Moodiliar, for Pagodas 70,000; he also produces a certificate, signed Vencata Narsoor. He states, that Vencata Narsoor came to him last night, and begged of him not to communicate any thing as to his verification of the above bond; all the persons who have given him information were brought to him, and all the Papers delivered into his hands by Ragoonauda; that Vencatanaisoo is a very bad man. These men would not leave with him a bond to be brought by himself, but he agreed to be considered only as broker, and exchanged receipts or agreements. Mr. Loyd produces two other Papers relating to the above bond for Pagodas 70,000; one is a copy of the receipt given by Mr. Loyd, and the other to him.

Mr. Loyd further states to the Committee, that this morning, when the people who are now attending the Committee to give information were coming to his house, they informed him that they were stopped by Reddy Row's people, and desired not to go to Mr. Loyd or to the Committee. But he observes, that the people will tell their own story.

Mr. Loyd says, that Vencata Narsoo brought him two bonds in his own name, which he said had been made out and given to him by two Moormen; that last night Vencata Narsoo also asked Mr. Loyd for his agreements. The bonds and verifications are produced by Mr. Loyd, one bond being for Pagodas 62,000, dated 4 Rajab 1201; the other bond for Pagodas 45,000, dated 12 Rajab 1201.

Mr. Loyd then produced another bond, in the name of Ramah Dubash, for Pagodas 81,000, dated 14 Rabee ul Sanee 1198, with a verification by Sooba Row, which he leaves with the Committee.

Mr. Loyd states to the Committee, that he has unfortunately lost a forged bond for Pagodas 50,000 in his own name; but he produces to the Committee the copy of a receipt from himself to Poonumbalum for a bond for Pagodas 50,000, dated 14th November 1786, and one from Poonambalum to Mr. Loyd. The bond was in Mr. Loyd's name, and was so made out at his request, for the purpose of satisfying himself of the existence of forged bonds.

Mr. Loyd delivers in a blank paper of the shape and size of a bond, with the seal only affixed on it, given to him by Veerasauomy, who he says is now here ready to give an account of it.

On desiring Mr. Loyd to state the amount of the money expended in making these enquiries, he says he kept no account, nor does he know whether it would amount to Pagodas 2,000, but that it would exceed Pagodas 1,500, which he advanced in small sums and at different times. That the people to whom he paid the the money, can give the best account of what they have received.

Mr. Loyd finally acquaints the Committee, that Ragoonaud is his Dubash in this business, and can tell the Committee every thing. He has been his Dubash upwards of two years, and was procured by the deceased Seenevasa Row; Mr. Loyd promised him 20 Pagodas per month, but as yet has given him no fixed monthly sum, and has only advanced small sums as he wanted money.

RAGOONAUD

Is then called in, and asked how he came to be the Dubash of Mr. Loyd; he answered that he had known him fourteen or fifteen years. Streenavasa and Loyd said something as to forgeries, and that he must be employed to find out forged bonds. Mr. Loyd said to him, if he would find out bad bonds he would employ the Witness; after this the Witness got five persons who belonged to Reddy Row; he found them out by common report; he went first to Beema Row, then to Boorjinjo Row; these two persons found out the other three, he got the information from them little by little; he told them all, they would through Mr. Loyd get much money. Mr. Loyd has paid the Witness about 100 Pagodas; he has paid the brokers something, and promised them Pagodas 20 per month; Mr. Loyd gave less to the brothers than to Witness; did not keep account, except of such sums as he received; it was about Pagodas 200 that Mr. Loyd paid to the two brokers and the Witness.

Witness found out Narrain Row first, afterwards he discovered Boojunga Row, Beema Row, Arnachella Row, Vencata Row, and Yasunta Row;—has

No. 3.

Fort St. George Public Cons. 18 May 1808.

known Narrain Row seven or eight years; heard that he had given out some forged bonds. Witness asked Narrain Row what he knew; he said "he had given a petition to Town Major Thomson and Lord Minto, but no person would take any notice of his information." It is seven or eight months since Narrain Row was carried to Mr. Loyd by the Witness, and it was about three or four months afterwards that he carried the other people to Loyd; Witness remembers going to Mr. Anstruther's house, whether that was before or after he took Narrain Row to Mr. Loyd, he knew not; did not then mention Narrain Row to Mr. Anstruther; Narrain Row did not in his petitions mention forgeries, but stated that he would make discoveries that would save the Company much money. He acquaints the Committee, that Beema Row and Boojunga Row had been the deputies of Reddy Row, but had left him; Beema Row receives seven or eight Pagodas per month from Reddy Row as the Witness has heard, but he cannot be certain. The Witness is then asked what promises he made to the people that he brought to Mr. Loyd; to which he answers, he told them if they found out this business they would get good payment from the Company during their lives; has seen Mr. Loyd twice pay some rupees to Narrain Row; all the persons had the same promises made to them by Mr. Loyd if they would discover.

The Witness states, that he found out the goldsmith who made the seal, and told him that one gentleman wanted to see a bond in his own name. The goldsmith went to Mr. Loyd, and there promised to get a bond in Mr. Loyd's name in one week.

Tremal Row, who has given the verification of the bond for Pagodas 70,000 to Vedilengun, is the son of Ackbar Trenwasa Row. The Witness states, that Tremal Row made the byze to the bond; he copied it from Bounden's bond, which he borrowed for the purpose; he can procure two witnesses who saw the byze made by Tremal Row.

APPOO ROW.

In answer to a question as to his present situation in life, he states that the moment the Company got the Country, he was turned out of employ; Mr. Loyd has been his friend for 25 years back; that he first told Mr. Loyd as to the forged bonds in March last; he had often spoken to him before on the same subject; he repeats that he never talked with Loyd on the subject before March last. On being asked what opportunities he had of becoming acquainted with forged bonds, he answers, "If you will give me the charge of the business, and of the books and accounts, I will shew them all." He was then asked if he had ever seen the books; he answers, "That if he gets the charge of the books, he will shew all the bonds that are bad;" he states that he was one of the Arcot Servants; he knows of no forged bonds in circulation, but if he has the Accounts delivered to him he will point them all out. He was once employed in the Wardrobe at the Durbar, it was about 10 years ago.

The Witness has now no employ, but depends on the Company in this business.

The Memorial sent in by the Witness is shewn to him, and he is asked whether it was written by himself; to which he answers, it was; and he will support every thing in it.

ARNACHILLUM ROW

Has no employment at present, has been without employment since the Omdut's death; sometimes Reddy Row has given him money, and sometimes he has pledged his property, never received any money from Loyd; he became acquainted with Mr. Loyd by his Dubash Ragonaud, who asked him if he knew any thing relative to forged bonds, to which he answered, that he knew a little. He was then asked what he did know relative to forgeries; he answers, that he was a dependent on Reddy Row, and in the habit of being about him, by which he became acquainted with those things. On being asked whether there was any particular bond that he knows to be forged, he answers, that he knew a servant of Reddy Row's, called Anunda Row, who was employed behind a curtain in Reddy Row's house writing these bonds. The Witness has a list of these bonds at his house, which he can produce when required. Witness has a list of a certain number of forged bonds at his house; he states that he became acquainted with those forged bonds, of which he has a list, by what he saw; and on being asked

No. 3.

Fort St. George Public Cons. 18 May 1808.

whether he was allowed to see what was going on, he answered, that Reddy Row told him he had forged bonds, and that he also told him that he had given his own bonds to several Soucars for money borrowed for the Nabob. The Witness names Visvananda Tawker, Venaiga Moodelly, Moorly Doss, and Ramachundra Butt, as persons in whose names bonds were made out; that Reddy Row, with the assistance of Anunda Row, made out bonds in their names, and the Witness was employed by Reddy Row to exchange the bonds in the Nabob's name for those given to the Soucars by Reddy Row; he took trouble for two years in effecting the exchange. He stated that it was about three years since this exchange was effected; that the persons with whom he negociated was Vasvananda Takar, *i. e.* with Sadasheva Viassar, for the family; Reddy Row went to Sadasheva Viassar, and in the presence of the Witness exchanged the forged bond for his own; the forged bond was for Pagodas 21,400. Jeevam Row and Casha Row, two Ghomastahs of the house, were all present when the exchange took place. The Witness is again asked as to the time when this happened; and he answers, that he has kept no memorandum, but that it is three or four years ago. He was two years in negociating about the exchange of that bond; these bonds were written by Anunda Row, who is gone to Ornee. He does not know who put the byze and seal to these bonds; that the bond in the name of Moorly Doss, and Cotta Vellapa Doss, was for Pagodas 6,000; the Witness effected the exchange of that bond; the two Obligees and Damoodara Doss were taken to Reddy Row's house by the Witness, and there the exchange took place. These two were the only bonds in which he was employed to effect the exchange. The Witness then states, that Reddy Row came forward behind the curtain and addressed himself to the Witness, and said, "as he had borrowed monies for the Nabob and was near sinking from the weight of them, that he had hit upon this mode of relieving himself;" that Reddy Row declared to the Witness, that he had made these bonds.

On the Witness being asked whether the above were the only two forged bonds with which he was acquainted, he answers, that these are two bonds with which the Witness had much trouble in getting exchanged; that Reddy Row made other bonds, which were taken to other persons; the Witness declared that he never had one given to him for sale, but that Reddy Row had ordered him to carry them to different persons. The Witness lived near Reddy Row; had no fixed salary; now and then got rupees from him, and at feast times. The Witneess is then asked to whom he ever carried any of these bonds he has just referred to? He answers, that the two bonds of which he first spoke were Eneatenamahs; viz. those to Tawker and Moorly Doss, Cote Vellapah Doss; the Witness cannot describe the difference between a bond and an Eneatenamah; the Witness cannot read the Persian language. Reddy Row desired the Witness to explain to Tawker's people, that his own bond was of no use, but that from the Eneatenamah, they might get something. The Witness declared he knew, and Tawker's people knew, that the money advanced by Tawker was for the Nabob; but the Witness says, that Tawker's people did not know that the Eneatenamah was forged.

The Witness explains, as to the debt of 21,400, that it was money borrowed by Reddy Row for the purpose of making good deficiencies in the collections of the renters of Tinnevelly, who has been recommended by Reddy Row, and for whom Reddy Row had become answerable. The renters were Gopaul Kistna, Vencata Row, Narrain Pillay, Terwoengada Pillay. That the bonds for Pagodas 6,000 was given by Reddy Row for the like purpose, and on the like occasion of his being obliged to make good the deficiencies of the renters before named. That one of the other bonds before referred to he carried to Jeevan Row, Ghomstah at Tawker's house, it was an Eneatenamah in appearance; that he does not recollect to whom he carried any of the other bonds, he carried no message with any of them; that he does not know who affixed the byze, and seal to any of the forged Eneatenamahs which were made by Reddy Row's order; the Witness promises to bring the list to-morrow; was at Mr. Loyd's house about 15 or 20 days ago; it is about two months since he first went to Loyd's. The Witness is then asked why he wrote the lists he has mentioned? He answers, that they were written at different times, and on different pieces of paper; that he had no particular reason for making the lists, they were made for the purpose of assisting his recollection; he states that he does not recollect any thing of any of the other bonds, except the three of which he has spoken; that when he made the memorandum he did not intend to come forward as a witness, and had

no

No. 3.

Fort St. George Public Cons. 18 May 1808.

no reason for making them. That on being asked whether it has been his practice to make memorandums in writing of such like occurrences, he answers, that sometimes he has written such and sometimes not, that he has not visited Reddy Row this year past, not having been sent for; there has been no quarrel between them; supposes Reddy Row is not able to keep the Witness; the Witness now lives by borrowing, &c. has no kind of employment; that he is not now in the habit of attending any other person as he used to attend Reddy Row, but goes amongst his friends.

BEEMA ROW

Was ten years with Reddy Row as Ghomastah in whatever business he wished him to perform; left the service of Reddy Row five or six months ago; Witness was not discharged; he has been sent for twice but would not go; he left his service because the Witness was not sufficiently provided for, and they did not agree very well; Reddy Row now gives him money; about two months ago he received 7 ½ Pagodas; his regular pay from Reddy Row was 7 Pagodas, but for the last two months he has not asked for it nor received it; Witness has not spoken to him for five months; Witness was paid by a Soucar named Bala Mooamda Doss.

The Witness states, that he first went to Mr. Loyd's house about 2 ½ months ago, and has been there several times since and told him what he knew; Mr. Loyd has given him no money, but promised to recommend him to Government.

The Witness is requested to state what he knows relative to forged bonds. The Witness cannot at present explain all that he knows, because his doing so would throw all into confusion, and would prevent those who have forged bonds from bringing them forward; let them claim them before the Commissioners, and then the Witness will point them out; if he brings forward what he knows, he will have all Madras his enemies, and now he has not one enemy in Madras; there is a forged bond in the name of Venaiga, the sum he does not recollect; he has a list at home; the forged bond was written by Anunda Row.

The Witness is then asked, who put the byze and seal on that bond; to which he answers, that bonds in blank are to be bought all over Madras; he has seen Anunda Row write out the bonds, and affix the byze; when the seal is wanted, you send the paper and money either to the Boody Begums, to Gussutty Begums, or to another house; the Nabobs had several seals, and they are now at different places.

On the Witness being asked how he happened to be present when Anunda Row wrote the false bonds, he states that he was a companion in the business, but can neither read nor write Persian; Anunda Row is a servant of Reddy Row; Reddy Row knew of what was going on, but was not present. The Witness was employed in carrying a forged bond to Verdarajah, who was to go with him to Venaiga; Verdarajah did not know it was a forgery; Witness was employed to effect the exchange with Venaiga, and after five or six months he effected the exchange; he has written no memorandum, why should he? Anunda Row told the Witness the contents of the bond, but Reddy Row, with his own tongue, gave him instructions to effect the exchange with Venaiga. When all this business was settled, they were all at Mr. Batley's house, when Verdarajah, Venaiga, Reddy Row, and the Witness were present; the bond was for about 15 or 16,000 Pagodas.

The Witness is then asked, whether he knows of any other forged bonds, to which he answers, yes; but that this is not the time. His apprehension is that the bonds he knows of will be destroyed; he wishes that the claims should be made, and he will then point them out to the Commissioners.

The Witness being unwilling to mention any other bond, is desired to point out such other bonds as may be forged, without naming the parties, and how, and by whom they were forged; to which he answers, that he cannot give any particulars respecting any other bond. He says there are crores of forged bonds; many of them will never be brought forward. The Witness was acquainted with five or six; he was present, and saw them made; but had no other concern with them; he never sold a bond for Reddy Row, nor ever received any thing on account of these sort of bonds.

The Witness is then called upon to state what other evidence he has to prove that the bond given to Vendirgum was forged, in case Anunda Row should deny the

No. 3.

Fort St. George Public Cons. 19 May 1808.

the hand-writing to be his; he answers, that he can make Anunda Row admit it; and he has, besides, other evidence to bring forward. He is then desired to mention another forged bond, which he can bring forward, but refused to do so, for the reasons he had before stated.

Adjourned to Thursday next.

Thursday, 19th *May* 1808.

Present all the Members.

BOORJUNGA ROW

'STATES that his employ is that of a Soucar; that Reddy Row sent for him, and shewed him a blank bond with a seal upon it; afterwards Reddy Row shewed him a bond, filled up in his (the Witness's) name, for Pagodas 5,000. When the Witness saw the bond, he asked Reddy Row the reason for making the bond in his name: Reddy Row answered, "It is nothing to you; I only want you to write a paper declaring that you had no interest in the bond;" and Reddy Row forwarded this bond to England, as Reddy Row told him. Witness reads Persian, but cannot write the Persian characters; he has no concern with the bad bonds; the above happened between five or six years ago. On being asked whether he knew any thing farther, he answered, that this is not the place to mention it; that he was not aware that this bond was or was not published; that he has communicated with Loyd, but he would know the bond again; he observes, that the bond is not in Annas but in Pagodas, and is for 5,000 more or less; that he had nothing more to do with this bond than to sign a Declaration to Reddy Row; that he got no consideration for signing the Declaration; he knew Chatoo Row, who robbed him of 13 or 14,000 Pagodas; it was Jewels to that value; he made an affidavit in the Court, and Chatoo Row was discharged, as not being subject to the jurisdiction; Chatoo Row died about a year and two or three months ago; he had no means of suing Chatoo Row in the Country Courts, there being none at Vencategerry. He was asked with whom he had done business at Madras as a Soucar; to which he answers, that he comes from the Country, has been in Madras since 1801-2, his family are at Tripaty, where his brother carries on the business," but the Witness is the principal man of the family; and his brother does all the business. In answer to a question, whether he has had connection with any other of the Nabob's bonds; he says, he never gave any money to the Nabob, and never had any bond from him.

The Witness is then asked, whether he knows any thing relative to these matters: in answer he says he will not say any thing more, for fear that he should not be able to prove it, which might be the means of his losing his character.

He states, that no other person was present with the Witness and Reddy Row. When asked whether he did not know when he gave the Declaration to Reddy Row, that he was assisting him to pass a forged bond, the Witness answers, that he gave the certificate for the purpose of detecting the forgery; the Witness has not said that Reddy Row told him it was a forgery, but he asked him to sign the Paper.

The Witness was asked, how he came to join with the other men who had signed the Letter to Mr. Loyd; he answers, if the Committee will shew him bonds, he will point out to them such as are bad.

HESUNTA ROW

Is asked what information he can give, which he answers by asking the Committee why he was called before them. The Letter he has signed is explained to him, and he admits he put his name to a Paper in Mr. Loyd's house; he has a great friendship with Ragoonaud, the Dubash to Mr. Loyd; he knows the true bonds of the Nabob; there is a man in the Durbar who has a false seal, which he affixes on paper brought to him; Witness won't tell the man's name; it is a seal in imitation of Wallahjah's; he says he knows the man who has the seal, and if the Company will employ him he will give every necessary information; he knew Seenwasa who is lately dead, he was his brother-in-law.

VENCATA ROW

Is asked what he knows as to Nabobs' bonds; he states, that he was with the Omdut until the day of his death as a writer of bonds, a common writer; Witness is a Mahratta, and has no country name.

No. 3.

Fort St. George Public Cons. 19 May 1808.

He is asked what he knows of forged bonds: he answers, that Reddy Row forged a bond in the name of Antiapah Naick from Omdut ul Omrah; Witness saw it. The bond was for 2,000 and odd Pagodas; it was for Star Pagodas; this was about six years ago. The Witness can neither write nor read Persian. The bond was written by Anunda Row, to whom Reddy Row gave orders for that purpose; Witness was present when Amunda Row and Reddy Row read it over; he was not present when the byze was put on, but he knows it was put on by Anunda Row. The seal was put on it before the bond was written; he knows three or four people who can affix the seal on paper, but he refuses to give their names. He afterwards says that he does not know the person who affixed the seal to the bond of Antiapah Naick.

Upon being asked whether he knows any thing more, he answers that he is unwilling to give any further information for fear he should not be believed, and might lose his good name.

VENCATY SAWMY.

He was formerly a Durbash, afterwards he turned broker, he was without employ, but called in by Mr. Loyd to be employed about Nabobs' bonds. Loyd asked him if he knew any thing as to forged bonds; he answered he did not, but that he would soon get any information that was procurable.

He states, that Cumbankom Kistnama Chitty employed this Witness to procure bonds of the Wallahjah. For some time he was unable to get any; he at last went to and he gave Witness a copy of a bond, which he shewed to Cumbankom Kistnama Chitty, who carried it to a European gentleman, as he (Witness) was informed; Cumbankom Kistnama Chitty afterwards desired the Witness to get the original bond; he then went to ask for the bond, but said he had no confidence in him, (the Witness) and would carry the bond himself; Witness introduced Cumbankom Kistnama Chitty to , and Witness left them together, and knows not what passed; Witness was afterwards present when Cumbankom Kistnama Chitty signed and gave the receipt to Cochee Seenevasa for the bond; at the same time, Cumbankom Kistnama Chitty asked who would be responsible that the bond was good; answered that would join him in the security that it was a good bond; Witness is now speaking of a bond for Pagodas 50,000 in the name of ; when Cumbankom Kistnama Chitty asked for proof of the bond being good, Cochee Seenevasa produced a certificate, which appeared to be signed by Vencataparsoo, certifying the bond to be a good bond. The first time he knew the bond was sold to a gentlemen, was from his attending the Office of Mr. Shaw on the assignment of the bond being executed; about 15 or 20 days afterwards he acquainted Mr. Loyd with the circumstances of the above sale; he did not know Mr. Loyd when the bond was sold.

After the money was received, the Witness was informed that 750 Pagodas had been taken out of the purchase money by Cumbankom Kistnama Chitty, as brokerage, on which Cumbankom Kistnama Chitty told the Witness on asking for his own brokerage, that he (the Witness) and one Seenawasa, another broker, should only have Cooley brokerage, which would be 90 Pagodas, as the Witness owed Cumbankom Kistnama Chitty a debt of 20 Pagodas; he deducted it from the Witness's share of brokerage. A short time after this, Witness went to the house of an acquaintance at Triplicane, and Tumal Roy and Kistna Roy were there at the same time, and they asked him if he knew any thing of the sale of Nabobs' bonds; he then acquainted them, that a bond in the name of had been sold by his son; Tremul Row asked the amount, Witness told him it was for Pagodas 50,000; Tremul Row then observed to Kistna Row, that it was their bond; Ponambolum came to the house at the time the Witness was there, when Tremul Row told him of the sale of the bond; Tremul Row offered the Witness 100 Pagodas to prove the bond was sold and money paid for it.

He further states, that Kistna Row, (a lame man) who wrote the false bonds, and sent in the list of false bonds to Mr. Loyd, is the person who signed the name of Narrain Row to that list, and to the Arzee to Government; his Durbar name is Narrain Row, but his common name is Kistna Row.

Panambalam the seal-maker, Tremul Row the byze-maker, did not give Kistna Row his share, and he afterwards was prevailed upon by the Witness to go to Mr. Loyd and give him information, for which Mr. Loyd gave him some money.

No. 3.

Saturday, 21st *May* 1808.

Present all the Members.

Fort St. George Public Cons. 21 May 1808.

THE Committee having assembled, but none of the parties who had been summoned appearing, the Committee adjourned till Tuesday next at 11 o'clock, and direct that Mr. Loyd be written to procure the attendance of Narrain Row. The Committee also direct that Daraty Steenevasa Row be written to, and desired to attend the Committee on Tuesday next, to afford such information as he may possess on the subject of the present enquiry, and to bring with him such other persons as he may judge proper, and who are acquainted with the matters communicated by him to Mr. Babington.

Tuesday, 24th *May* 1808.

Ibid, 24 May 1808.

Present all the Members.

MR. Orme communicates to the Committee, that he addressed a Letter to Mr. Loyd on Saturday last, desiring him to procure the attendance of Narrain Row before the Committee this day, to which Mr. Loyd wrote the answer now produced to the Committee; Mr. Orme further acquaints the Committee, that he also addressed a Letter to Daraty Steenevasa Row, requesting his attendance this day before the Committee, to afford them information relative to forged bonds, and to bring with him such other persons as he knows could give the Committee information on the subjects of the enquiry; that the Peon on leaving the Letter at the house of Danaby Seenevasa in Triplicate, was informed by his mother that he was gone to Trivalore, and would return in three or four days.

Mr. Anstruther submits to the Committee, a Minute relative to the communications made to him by Mr. Batley: viz.

MINUTE.

"On Monday 16th May, Mr. Batley came to me by direction of the Nabob, to mention to me some circumstances relating to an occurrence at the Durbar.

"About two months, three Modsiddus and one Golah belonging to the Durbar had been confined upon a charge preferred by Darady Seenevasa Row, (the person who gives the information to Mr. Babington, which is now before the Committee) of having withdrawn some Vouchers from the Treasury Dufter, with the intention to substitute others.

"A writ of Habeas Corpus had been intended to be applied for to the Chief Justice on the 11th instant for their discharge; but to prevent the issuing of it, the four persons were, at the Governor's desire, liberated on the 12th by the persons in authority at the Durbar, the Nabob being then at Ennore.

"On the 16th, Mr. Batley came to me from the Nabob, informing me that his Highness had some reasons to think that the persons thus liberated, meditated legal proceedings against his people in consequence of their confinement, and had directed Mr. Batley to communicate to me the several confessions which the four Peons had made when charged with the attempt, all of which Mr. Batley told me he personally heard them voluntarily give, throwing themselves upon the Nabob's mercy. The confessions were reduced to writing, signed by themselves, two of them in Persian, one in Talinga and one in Malabar; he delivered me the accompanying, being the original four confessions, with Persian translation of those in other languages.

"From one of them it appears, that Davady Seenevasa Row was an accomplice in the attempt, and did not disclose it until after it had become abortive. Mr. Batley also informed me, that about a month before the discovery made by Streenevas Row, Reddy Row had communicated to him (Mr. Batley) that he had reason to suspect that some Papers had been taken out of that Office, although Mr. Batley did not then understand what Papers in particular were taken out, nor by whom. That in consequence of that communication, the Nabob's Minister, under his orders, caused the Treasury to be sealed up, to prevent any false Papers from being substituted for those taken out; after which, Streenevas Row made the discovery; and the Papers delivered up by him are now before the Commissioners.

"Upon enquiry of Mr. Batley how these men could have been induced to apply to the Court after such confessions, he informed me that Soolah Row, who was formerly

No. 3.

Fort St. George Public Cons. 24 May 1808.

formerly Mushauff or Sheristadar of the Treasury Office, was dismissed about two years ago by the Nabob, in consequence of a defalcation in the Treasury.

" That shortly afterwards an offer was made to the Nabob, by one Nizam ul Deen Ahmed Khan Behaudur, on account of Avadanum Paupah Braminy, of a jewel as a nuzzar, of the value of 10,000 Pagodas, if his Highness would reinstate Soolah Row in his office. Mr. Batley informed me that the salary attached to the Office was 60 Rupees, to the value of which the offer of 10,000 Pagodas by Paupiah seemed so totally disproportioned, that it was impossible to suppose that was the sole object of Paupiah. I accordingly requested Mr. Batley to endeavour to ascertain that Paupiah had directed the offer to be made. He brought me yesterday the accompanying arzee, given to the Nabob on the 19th by the person who had made the offer, and who is a relation of the Nabob, in testimony of the fact; and as at the time of making the offer there could scarcely be any anticipation of the consequences which may now be attached to it, and as there can be no doubt of such an offer having been then made on Paupiah's name, it seems scarcely to be doubted that it was made by his authority.

" This man Paupiah is notoriously a claimant against the Carnatic to a very large amount. Soola Row, for whose reinstatement he offered so largely, was succeeded in the Office in the Treasury by Vencata Row, his accomplice by their own confessions in the late attempt; and it is observable, that by one of the confessions, the receipt for a bond entered in the fabricated Dufters appears to have been then in the possession of Paupiah.

" Mr. Batley also informs me, that the three persons now attending the Commissioners from the Durbar have informed him, that in arranging the Papers of the Treasury at the Commissioners' Office, they found a Schedule of the claims of Paupiah to a very large amount, and much exceeding what they suppose to be due to him, as the Papers of the Treasury appear to have been open to the frauds of the successive Sheristadars, now both detected, and for the reinstatement of one of whom the offer was made. The above circumstances seem to be important, not only with reference to that Office, but also to shew that there are persons deeply interested in preventing a fair investigation of the books of the Durbar, and in the removal of those who can throw light upon it."

24th May 1808. (Signed) " *A. Anstruther.*"

None of the parties named in the representation of Appauh appearing before the Committee, although it is understood that the Town Major's people have been employed to summon them to attend, it is desired that a Persian Letter be written to Meer Mahommed Hyat, enclosing one for Appauh, requiring the latter to attend the Committee on Thursday next, with such other persons as he can procure to give information.—Adjourned.

Ibid, 26 May 1808.

Thursday, 26th *May* 1808.

SHASHIAH BRAMINY

STATES, that the Nabob's Dewan sent for him, and he attended accordingly. The Witness has no employment. The Dewan told him there were a number of forged bonds, and if he would go and find out these things the Dewan would recommend him to Government and get him a good employment. The Witness procured false bonds to the amount of 42 Lacs; the Witness gave the Dewan a list of bonds, which he sent to the Town Major. Upon being asked how the witness knew they were forged bonds, he declares that they were not entered in the Dufters; some of the owners have run away, others are in Madras.

APPANAH

STATES that about three or four months ago, the Dewan sent for him and desired him to seize those who had forged bonds; he procured thirty three forged bonds and gave them to the Dewan, and sent them to the Town Major; Witness was acting with Shashiah Mahomed Hyat and several others in collecting the above bonds. If the Committee want to know who forged the bonds, he will point out the brokers who delivered them and offered them for sale; there are only six or seven persons who have acted as brokers; he cannot now mention their names, but he has a list of the names of the brokers; Sooba Row, Goarmorty

Goarmorty Madura, Boottum Ragava, are persons whose names he now recollected as brokers.

No. 3.

Fort St. George Public Cons. 28 May 1808.

Read a Letter from Mr. Loyd to Mr. Orme, dated yesterday, acquainting him that Narrain Row had arrived from Conjeoaram; and Mr. Orme acquaints the Committee, that he wrote in answer thatNarrain Row might attend the Committee this morning at ten o'clock.

N. B. It appearing that Mohummud Hyat, and the other persons mentioned in the Letter from Appanah, are only able to give the same sort of testimony as Shashiah Braminy and Appanah have already given to the Committee, they see no reason for examining any others to the same points.

Ordered, That as Narrain Row has not attended the Committee this day, that another Letter be written to Mr. Loyd, desiring him to require the attendance of Narrain on Saturday next at ten o'clock.

Ordered, That Mr. John Batley be requested to attend the Committee on Saturday next, to afford such information as may be required from him.

Ordered, That Reddy Row be also requested to attend the Committee on Saturday next, and that he be informed that persons have given information to the Committee, tending to implicate him in assisting to fabricate bonds; viz. One bond in the name of Visvanand Tawker; one in the name of Venargum; one in the joint names of Moorly Doss and Cotta Vellaba Doss; and one in the name of Verdarajah, the amount of which bonds is stated to correspond with sums borrowed by Reddy Row for discharging a debt to the Circar due from himself as security for the renters of Tinnevelly.

Adjourned to Saturday next.

Saturday, 28th *May,* 1808.

Present all the Members.

NARRAIN ROW.

A PERSIAN paper writing is produced to him, and he admits it to be in his own hand-writing.

He admits that he has three names. In his own house he is called by all the three names, but particularly Madee Row and Kistna Row. The old Nabob called him Kistna Row; English gentlemen call him Narrain Row; he has a brother who has three names, he was also called Narrain Row. On being asked whether the Testimonials from Lord Cornwallis were not given to his brother, Narrain Row, and not to the Witness, he answers, Lord Cornwallis gave it into the Witness's own hand.

The Witness observes, that the first thing the Committee have to do is to secure six persons, who are in the city; they must be secured before he can say any thing. Upon being told that the Committee have no power to seize any one, he is desired to give their names; he observes, if their names are given they will go off, that some are already gone; he will point them out; these are the persons who have been concerned in writing, sealing, and affixing the byze to forged bonds, all which he has seen with his own eyes.

The Witness is here asked whether he is the person who forged the two bonds sold to the European gentleman; to which he answers, that two of the bonds drawn out by him, were, as he heard, bought by a European. The Witness acknowledges that he has written several bonds for two Rupees each; one of the two bonds sold to the European was for 50,000 Pagodas, in the name of

The list of bonds sent into Government by Mr. Loyd is shewn to the Witness, and he acknowledges to have written the whole of those bonds; he says the bonds were brought to the Witness with the seal affixed; he did not see them all signed and sealed, but some of them he did see signed and sealed.

This Witness is asked whether he did not quarrel with for not giving him a larger sum for writing the bond for Pagodas 50,000, which he admits, but says that told him he had torn the bond. He then observes, that he does not admit that was the person with whom he had the dispute as to the price of the bond.

The Witness acknowledges what is stated in Vencata Sawmys evidence, as to what passed at Triplicane in the conversation between that witness and Tremul Row, and an offer of 100 Pagodas to Vencata Sawmy, if he would prove that the bond was sold.

No. 3.

Fort St. George Public Cons. 28 May 1808.

The Witness says that he concerned himself in these matters for the purpose of giving information to and getting the protection of Government.

He has only heard that the bond for 50,000 Pagodas was sold for Pagodas but he has now below five people who were employed in selling that bond. He thinks he gave notice to the Dewan before the above bond was sold.

The Witness is desired to give the names of the persons whom he states are already gone away from Madras; but he refuses to give their names.

The Witness is then shewn the Persian Paper, wherein he charges Reddy Row, and is desired to state what he has to say against him. He answers, that he will not say any thing unless the parties are secured; he says if he declares any thing it is sure to be known, and the parties will be off and leave him alone.

That part of the same Persian Paper relating to Mr. Batley is then shewn to him, and he affirms again what is therein stated, but refuses to enter into particulars.

The Witness on being asked how he now lives, he observes, that he has been starving for two years past, and has come forward in this business in the hope of providing for himself.

Mr. Batley, Reddy Row, and two Mootsuddies are then called in, and the Witness is then shewn to them, and Mr. Batley is asked whether he knows the Witness. Mr. Batley admits to have seen him, but has only heard his name.

Reddy Row is then called upon, and says the name of the Witness is Kishan Row, his brother was Narrain Row; Mr. Batley also states that he knows the brother of the Witness, whose name is Narrain Row.

Narrain Row and Choty Reddy Row (the two other Mootsuddies in attendance) both state to the Committee that they know the Witness; that his name is Kishan Row, that his brother's name is Narrain Row, that two brothers are never called by the same name; that they only know the Witness by the name of Kishan Row.

The Witness then withdraws.

REDDY ROW

Is then called in, and the charges made against him before the Committee are explained to him, and he is desired to state what he may have to offer in explanation. He begins by observing, that in the Wallahjah's time, and during nearly the whole of Omdut's time, the Witness was Sheristadar of the Carnatic. Besides this appointment on the occasion of Omdut, Colonel Barret was Dewan, and the Witness was applied to to become deputy Dewan, on a salary of 800 Rupees per month, and Colonel Barret desired that the Witness would undertake to provide for the payment of the Company's Kists. In consequence of this appointment, Colonel Barret desired the Witness to negociate with Soucars for the advances on account of the Kists, and for the Nabob's expenses. Witness according entered into negociations with the Soucars; they told him that in the government of Lord Hobart, all the Soucars had been prohibited by Tom Tom from lending money to the Nabob, therefore, if the Witness as deputy Dewan would give his own bonds, the Soucars would advance any money that he might require. This the Witness mentioned to Colonel Barret, who desired him to address an arzee to the Nabob, which he did, and he now produces a copy, and states that the original is with the Commissioners with the other Records of the Durbar. To this arzee the Nabob affixed his seward. The purport of which arzee was, that he undertook to borrow money from the Soucars on his own bonds, on having the security of the Talooks or the revenues of the country, or the event of its being paid from
25 May 1801. the revenues, the Cicar to be liable. On the 11th Mohurrum 1216 * a balance was due to Witness from the southern, and from other countries, of Pagodas 87,000, in consequence of some disturbances amongst the Poligars. The Witness stated this to be Colonel Barret, and Colonel Barret addressed an arzee to the Nabob, and the Nabob signed it in these words, as translated, "give or cause it to be given;" in consequence, this sum was to have been made good from Verdyappollum, Allyalore, Maudura, Muttelnagur and Tripaty, and to be
1803-4. paid out of the revenues of 1210 and 1211 Fusley. The originals of the two
1804-5. Persian Papers now produced are amongst the Records of the Dubar with the Commissioners. On the 26th Mohurrum 1216, Reddy Row was called before Colonel Barret, and was told, that Colonel Barret saw no prospect of

No. 3.

Fort St. George Public Cons 23 May 1808.

the Nabob's recovering, and therefore said to Reddy Row, "As you have borrowed large sums for the Circar, you will make out an account of your money transactions, and also of Tremal Row's, and thereupon draw a sewal, give it to me, and I will procure the Nabob's signature to it."

This was accordingly done, and Colonel Barret got it signed by the Nabob; afterwards Colonel Barret had bonds, &c. made out by a Circar Moonshee who acted for Colonel Barret; his name was Anunda Row, and he was called *Barret*. Anunda Row and Colonel Barret procured the Nabob's seal and signature to them; the Witness produces the original sewal with the sewad to it, authorizing the bonds, &c. to be made out in the name of Reddy Row and Tremal Row, for the money they had each borrowed for the Circar.

The Witness also produces an account, particulars of the sums borrowed by him from the Soucars with the balance due, amounting to 87,703 Pagodas, and the copy of a sewal, dated the 5th Suffer 1216.

The sewal states, that agreeably to his Highness's orders, nine Eneatenamahs in the names of Visvananda Tawker, Soncar and others, agreeably to the particular account signed by his Highness, on account of money borrowed from them by Reddy Row, was then sent to his Highness, who is requested to affix his signature and seal to them. The names of the Soucars are,

Visvananda Tawker - - - -	21,400
Moorly Doss - - - - -	6,000
Venaiga Moodelly - - - -	15,500
Verdaragah - - - - -	5,000
Probor Doss - - - - -	3,300
Boojunga Row - - - - -	1,000
Ramachundra But - - - -	5,000
Cullore Vencatanarnappa - - -	4,000
Duttajee Moorlapah - - - -	25,800

The original Papers just mentioned are also with the Commissioners. These Eneatenamahs were delivered to Reddy Row by Colonel Barret on the 7th Suffer, in the presence of Narrain Row, the Gomastah to the head Sheristadar of the Carnatic. On the 8th Suffer, Reddy shewed them to Choty Reddy Row, who was the Sheristadar of the Arcot Provinces. On the 10th Suffer, Visvanada Tawkee went to Barret's house, and Barret told him he had procured a bond from the Nabob for the amount of Reddy Row's debt, and desired he would accept that, and give up Reddy Row's own bonds: Visvanada Tawker agreed to accept it, but desired some other money paid in by him might be returned. This circumstance Barret mentioned to Reddy Row, and in consequence, Reddy Row sent Chingleroy to Visvanada Tawker to know if what Barret told him was the fact; he acknowledged it was, and said Barret had promised to procure the other money.

(The Nabob died on the 3d Rabbee ul Awal 1216, or at a quarter past A. M. of the 15th July 1801.)

(The present Nabob ascended the Musnud on the 19th Rabbee, ul Awal 1216, or 31st July 1801.)

On the 7th Rabbee ul Sanee 1216, or 18th August 1801, Reddy Row laid all these Papers before his Highness Azeem ul Dowlah, who saw them, and said they would be useful at the proper time, and promised to assist him. Reddy Row was ordered to shew them to Mr. Batley, which he did. When they were shewn to the Nabob there were present Abdul Guffar Khan, Messan Neuas Khan, Mahomed Hussid Khan, and Soobah Joze. On the 10th of the same month Reddy Row requested his Highness to ask Mr. Webbe to use his influence to induce the Soucar to accept the Nabob's bonds instead of his own. The Nabob sent to Mr. Webbe by Coorban Ally Khan. Mr. Webbe answered, that in a little time he would send an answer. Beside this, Reddy Row wrote a Memorial in the Mahratta language to Mr. Webbe on the same subject, to which he sent a verbal answer, desiring him to have patience.

Reddy Row being pressed by the Soucar for payment of the money borrowed by him for the Nabob, Mr. Batley, at the desire of the Nabob and at Reddy Row's request, sent for all the Soucars to whom Reddy Row had given bonds; and all those who attended were persuaded to accept the Nabob's bonds, except Ramachundra; but Venaigum and Visvananda Tawker were persuaded by Reddy Row himself, the others by Mr. Batley.

It

No. 3.

Fort St. George Public Cons. 28 May 1808.

It is then stated to Reddy Row, that the Committee have been informed that the money so borrowed by him was for the purpose of making good to the Circar certain deficiencies, for which he was liable, on account of the renters of Tinnevelly. Reddy Row denies that he was ever security for any renter, but on the contrary the Nabob was security to him, Reddy Row. If such security was given it must be in the Durbar, and may be produced.

Reddy Row is then informed, that the persons who have been before the Committee have represented one Anunda Row, the writer of the bonds, as being the private servant of Reddy Row. To which he answers that he never was Reddy Row's private servant, either before or after the death of the Nabob Omdut.

Mr. Batley here states, that he knows that Anunda Row was the confidential servant of or Moonshee of Colonel Barret.

Reddy Row says the drafts of the above bonds are probably with the representatives of Colonel Barret, and he wishes them to be enquired for.

Being asked as to Bema Row and Arnachella Row, he states that they were Uakeels of two Mootadars at Tenevelly; and having become the subscribing witnesses of several bonds from individuals to Reddy Row, he has considered it necessary to keep them at Madras to prove the bonds, and he occasionally gave them money, they having no employment whatever in Madras. The bonds to which they are witnesses are produced by Reddy Row.

A Letter is produced by Reddy Row, written by Appoo Row to him, requesting the sum of 500 Pagodas to pay for some ground and a house that he had bought. Reddy Row refused him any money, and he has since threatened to do him some mischief.

JOHN BATLEY, Esq.

The Minute delivered in by Mr. Anstuther on the 24th May being read over to Mr. Batley, he confirms the whole of the circumstances therein stated.

Mr. Batley states that he was in the service of the Nabobs Waulaujah and Omdut, and is now the Persian translator and English secretary to the present Nabob Azeem ul Dowlah. He produces an appointment as English deputy secretary to the Nabob Waulaujah, dated the 19th July 1791; also another appointment of the Nabob Azeem-ul Dowlah to the English secretary and Persian translator, dated the 1st August 1801. Mr. Batley further states, that he has been 30 years in the service of the Nabobs of the Carnatic.

Q. You are aware of the charge made against Reddy Row, as having himself fabricated the bonds in the names of the Soucars from whom he borrowed money for the Nabob Omdut ul Omrah; please to state what you know relative to those bonds.

A. He knows very well that Reddy Row had the management of the financial department of the late Nabob. He also knows that Reddy Row borrowed large sums of money on his own bonds, to make good the Nabob's Kists to the Company, some time previous to the death of the late Nabob; but the Witness has no certain recollection how long. Colonel Barret, one day when he and the Witness were coming at noon out of the Durbar, told the Witness that, from what he had seen himself, and from the report of Doctor Fitzgerald, he believed there were no hopes of the Nabob surviving his then illness; and it therefore behoved him (Colonel Barret) to see justice done to Reddy Row, so far as lay in his power, in regard to the large sums of money borrowed by him for the Circar. That money could not be repaid to him, and all that Colonel Barret could do was, to procure Nabobs' bonds, in the names of the different people from whom Reddy Row had borrowed money, for the respective sums due to them. The Witness told Colonel Barret, that if the Nabob's situation was such as he described it, he should lose no time in doing what was proper. He said he would get it done immediately; the Witness heard no more of it till a few days after the accession of the present Nabob to the Musnud, when Reddy Row came and laid before the Nabob the bonds he had so obtained, or the papers appertaining thereto, on which the Nabob desired him to show them to this Witness.

Some time after this, Reddy Row was pressed for the payment of the money he had so borrowed from the Soucars, and was prosecuted by one of them at Reddy Row's request; and by the desire of the Nabob, the Witness sent for Venaiga and Vesuvanada Tawker's people to the house of the Witness; and those two were induced to give up Reddy Row's bonds, and take those given by the Nabob But Venaiga accepted the Nabob's bonds on the condition of his having a security

No. 3.

Fort St. George Public Cons. 11 June 1808.

security from Reddy Row, that if the company did not acknowledge the debt, Reddy Row should be answerable; but Vesuvanada Tawker's people accepted their bond without any difficulty.

Mr. Batley states, that he never heard it suggested that the money owing to the Soucars had been borrowed by Reddy Row to pay a debt that he owed the Circar as security for any renter. It was not likely that Reddy Row would from his situation at the Durbar, become security for any renters; nor does he believe that Reddy Row ever did give security for any renter.

Mr. Batley further states, that he has known Reddy Row three or four and twenty years, during which time he has continued to be in the service of the respective Nabobs of the Carnatic. During that time, and from Mr. Batley's knowledge of Reddy Row, he would not believe that the charges which have been brought forward against him have the least foundation in truth. The Witness has no other interest to speak in favour of Reddy Row than that which every honest man claims from him whose character is attacked in the way Reddy's Row has been; the Witness never had any money dealings with Reddy Row, nor at the Durbar, either for himself or for any other person; nor has the Witness any personal interest in the present investigation of the debts of the Carnatic, except as the executor of Colonel Smith, who was in the service of the late Nabob Omdut ul Omrah; that when there was an order of this Government, prohibiting Europeans from frequenting the Durbar, the Witness, with the Doctor, was the only person excepted by that order.

Q. Whether, from any circumstances, he has reason to know that Reddy Row is now in more affluent circumstances than at any time subsequent to the death of the Omdut?

A. On the contrary, the Witness has had reason to know that Reddy Row has since been distressed, and has in fact reduced his expenses as far as was practicable. He now receives Rupees 200 per month from the present Nabob.

11th *June* 1808.

DAVATY SEENEVASA ROW

STATES, that what he knows respecting Sooba Row he mentioned to the Nabob; he can give the Committee no further information than what relates to the business of Sooba Row.

He says, that in consequence of giving the information against Sooba Row, his monthly allowances from the Nabob has been stopped. He became acquainted with the above transactions as to Sooba Row from his intimacy with Sooba Row, and he was not otherwise concerned in them than for the purpose of discovering them and getting a better allowance. He states that all the four Dufters were open and not sealed. On being asked how he knows that fact, he answers, that he learnt it from Sooba Row.

(A true Copy.) (Signed) *Robt. Orme.*

THE Committee proceeded, in obedience to the orders of Government, to enquire into the subject of the several petitions and representations presented respecting the fabrication of bonds in the names of the several late Nabobs of the Carnatic.

The general scope of these representations may be resolved into the following propositions:

1. That there are in the Settlement forged bonds to the amount of several crores of Pagodas, which have been attempted to be sold.

2. That some of these forged bonds are supported by corresponding forged entries in the books of the Durbar, and that the persons in charge of those books have been in the habit of giving credit and value to them by their certificates.

3. That some of the persons now confidentially employed in the arrangement of the books of the Durbar before the Commissioners, have been deeply concerned in the above nefarious practices, and that others ought therefore to be substituted in their places in that confidential situation.

The first of these three propositions, the existence of fabricated bonds, is established beyond all doubt, from the general knowledged of the Committee and by the numbers produced; one gentleman, Mr. Babington, collected bonds for above two crores of Pagodas, which were offered for sale at prices not amounting to

No. 3.

Fort St. George Public Cons. 11 June 1808.

the charge for brokerage on the sums for which they purport to be given, and so low as to preclude all question of their nature. We have reason to believe, that a very large proportion of these bonds are sealed with the real seals of the successive Nabobs. As the enquiry into each particular case would have been attended with no real advantage, and might have delayed our Report for some months, we have thought it unnecessary to pursue the enquiry further into this subject. It seems improbable that many of these bonds will be brought forward and made the subject of claim; and the eagerness with which they have been offered for sale at such prices, when the period for entering claims is nearly expired, seems not to indicate any intention in the holders of them to venture claiming under them. If such claims should be brought forward, the proof of the prices at which they have been offered may be adduced as a strong circumstance against the probability of their being authentic. But it is to be hoped, that the best refutation of them will be in the total silence of the Durbar books, to which the Commissioners are by the Deed referred for proof of the claims. When any bonds of this description shall be brought forward as the ground of claim, if the person who presents them has paid a fair price for them upon the belief that they are genuine bonds, and if he shall find from their rejection that he has been imposed upon, he will be the proper prosecutor of the authors of the fraud, in bringing whom to punishment, the evidence given before this Committee may then be found useful. But from the infamous characters of those from whom alone we have any specific information as to particular bonds, we should not think ourselves justifiable in previously stating any thing to the possible prejudice of the fair purchasers of bonds, which they may believe to be genuine, and which really may be so, notwithstanding the statements which these men have made to us. The Committee has been informed by the Advocate General, that since the case of Rajah Nunceomar in Bengal, forgery has not been prosecuted capitally in India, and that the usual punishment of a misdemeanor by fine and imprisonment, does not appear to him to be felt as any real punishment by Natives like those who have before the Committee avowed themselves to be guilty of the offence, and who are totally destitute of character and property.

The second general proposition of the information before us, as to the fact of false entries having been made, or at least attempted to be made, in the Durbar books to support fabricated bonds, is also in part made out in evidence.

It is established by the clearest testimony, the concurrent admission of four persons concerned in the attempt, that the entries in the Treasury of the Durbar for four several months in different years were taken away by the persons in charge of that Office, with the intention of substituting fabricated entries in their room; but the practice being suspected, and the Treasury secured by the orders of the Nabob, one who was privy to their designs disclosed them and delivered up some of the Papers which had been withdrawn from the books. These are now before the Commissioners. We have not received any information of any further attempts upon the books of the Treasury, nor upon those of any of the other officers of the Durbar, to none of which it appears that any of these men ever had access. As the men thus detected are of some consideration, the Committee recommends a prosecution against them for the fraud, if, upon the whole circumstances, there shall appear to be evidence sufficient to support it.

It is also in evidence before us, (although not upon equally satisfactory proofs) that two at least of the persons implicated in the above attempt have given certificates in support of the validity of false bonds; and there is reason to believe from their characters, and from the facility which their situations at the Durbar gave them, to practice frauds of this description, that they have by their certificates imposed upon fair purchasers by the sale of false bonds, we have omitted, from the very suspicious characters of the Witnesses who declare the falsity of these bonds, to mention the names of the parties who are stated to us to have purchased under those certificates. We however recommend that Mr. Orme, who has acted as our Secretary, may be directed to attend the Proceedings of the Commissioners with reference to those bonds, and if he shall find it necessary to lay before the Commissioners the evidence submitted to us upon the subject, with the names of the parties, that he be desired to do so.

It is important on this part of the subject to notice particularly the circumstances communicated through his Highness the Nabob, relative to the offer of a nuzzer, of the value of 10,000 Pagodas, on the part of Avadaunum Paupiah Braminy, about two years ago, in favour of Sooba Row, (one of the men since detected

No. 3.

Fort St. George Public Cons. 11 June 1808.

in the late attempt) to procure his re-establishment in the charge of the Treasury, from which he had been removed for peculation, as the apparent profits of the Office were only sixty Rupees per month. The offer of a nuzzer so totally disproportioned to its value, induces a strong suspicion that Paupiah must have had more powerful reasons for re-establishing this corrupt superintendent in the Treasury Office; and as we find that his successor in the charge of the Treasury had forperly been his deputy in it, and afterwards was his confederate in the late attempt, we are induced to suspect that the same connexion has existed in all their practices.

Paupiah is notoriously a claimant to a very large amount against the Durbar, and his character and the general course of his intrigues are already well known, both to Government and to the Court of Directors. There are also additional circumstances detailed in our Proceedings which tend to corroborate the suspicion, that all the men lately detected at the Durbar have been acting under the direction of Paupiah; and as the removal of those who are able and willing to develope the true character of the transactions at the Durbar, and of the claims upon it, must be no less essential to the success of those whose claims are corrupt or false than the supporting and re-establishing the former dishonest Officers in the Treasury, and filling the other departments with men of similar stamp, this evident interest, not of one individual, but of the whole body of those whose claims are of that description, furnishes the probable clue to the numerous representations which have been made, both anonymously and otherwise, and to the reports which have been industriously propagated to the prejudice of those now confidentially employed in arranging the books of the Durbar for the use of the Commissioners.

This brings us to consider the last proposition arising from several of the Papers before us; viz. that some of the persons, now confidentially employed, are concerned in the above nefarious practices. Reddy Row is the only one against whom specific statements have been made, and the whole force of the attack is evidently directed.

It is proved before us, that Reddy Row has been for a very long period confidentially employed in the department of the Accounts of the Durbar; and during the Government of the late Nabob Omdut ul Omrah, he was Peishcar of the Carnatic, and deputy under the Dewan Colonel Barrett, and as such was specially charged with the provision of the Kists to the Company, on the punctual payment of which depended the continuance of the Nabob's Government.

That situation, with the general expectation arising from his office, and now realized, of his being one of the officers appointed to assist the Commissioners according to the directions of the Deed, in the investigation of the accounts of the Durbar, have put in his power, probably much beyond any other individual, to profit by all the abuses which can exist with reference to the books, accounts, and securities of the Durbar to defraud the Circar during his former high employ, to alter the books afterwards by substitution of false for real claims, and to stamp the highest value upon any bond by his certificate in its favour; on the other hand, if he is honest, the intimate knowledge which he must have of the real transactions, with the opportunity which he now has of communicating that knowledge to the Commissioners, must render him the most formidable obstacle in the way of all those who are conscious that their claims will not bear close investigation. Thus, in either view of his character, it is natural that he should be the general object of attack, although from different motives; and our enquiries have left us no doubt to which cause the hostility against him ought to be referred.

The bulk of the charges against Reddy Row, and nominally against the other persons also now confidentially employed in the Accounts, have been brought forward by a man of the name of Loyd, whose former offers of important discoveries had been disregarded, upon its appearing that he was endeavouring to impose upon Government to the extent of 1,000 Pagodas, 500 of which was even disavowed by his confederates in the plan. The pretence used was, that of obtaining for that sum, the certificates of Reddy Row to a forged bond. He afterwards renewed his application to Government, and in order to force attention, which was not again readily given to him, he asserted in his last Letter that he had in his possession six certificates of Reddy Row to forged bonds.

To

No. 3.

Fort St. George Public Cons. 11 June 1808.

To this point we particularly directed our first enquiries in our examination of Mr. Loyd, and found that he not only had no such certificates, but that he was not at first aware of such a statement being in his Letter, and at last explained it by reference to publications in the Newspaper, to which even in the state of imbecility to which he appears to have arrived, it is impossible he could have supposed such an assertion applicable. We therefore feel ourselves warranted in concluding, notwithstanding his assertion to the contrary, that he is not the real author of the charges brought forward, but merely an instrument in the hands of some person concealed under his name. He has however made before the Committee one attempt, evidently his own, and very similar to the former request of 1,000 Pagodas from Government, having roundly stated himself to have laid out about 2,000 Pagodas in bringing his discoveries to maturity, which sum his own Dubash, to whom he referred us for particulars, immediately reduced to 200 Pagodas, and we have no reason to believe that any considerable portion even of the latter sum was really expended, each witness produced by himself having denied the receipt of any money from Dr. Loyd. This man, and his Dubash, Raganath, would be wholly unworthy of notice, neither of them pretending to have any personal knowledge of the transactions, if the promises by which they have induced others to come forward had not produced a very strong and evident upon their testimony. Every one who has appeared before the Committee has manifested his expectation, founded on the promises of Dr. Loyd, that if they can get the present servants of the Durbar removed from attending the Commissioners, they will be employed in their room before the Commissioners to distinguish the good bonds from the bad. Some of the persons who have avowed this expectation, appear from their own statements to be equally devoid of all pretension to character, or of information upon the subject of the accounts. The two men whose strong representations were forwarded through Dr. Loyd, the one named Appoo Row, the other taking the name of Narrain Row, have totally failed to give us any information, or even to explain how it could be obtained. Appoo Row confessed that he knew no particulars; the other, Narrain Row, declared that he could prove important facts, but refused to do so unless the Committee would agree in the first place to take into custody six persons, whom he refused even to name until that condition should be agreed to, declaring, that those men could prove the case, and that if he should even name them or state the facts, he was apprehensive of their being immediately removed; he asserted, that upon his giving the information, some had already gone away, but he refused to name even these. We assured him that neither this Committee, nor any authority under the British Government, could take such a step as he proposed; he however persisted in silence.

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We had reason to believe that this man appeared before us under a fictitious name, which really belongs to his brother, for the purpose of availing himself of a written Testimonial of character in favour of Narrain Row, he himself being known by the name of Kistner or Kistna Row; he soon however removed any impression which the testimonial of character might have raised, by admitting himself to have been in the habit of writing forged bonds for hire at the rate of two Rupees each, and particularly to have been the writer of one bond, for the sale of which to an European gentlemen we had before been told that several thousand Pagodas had been fraudulently obtained. He also admitted that he had neither the means nor the hope of supporting himself, except by the success of the information he had given to Government, and the salary and employment which he expected in consequence of it.

Another informant was Boojunga Row; he is one of a family of Soucars settled at a distance from Madras, and it appears from the printed list in the London Gazette, that Reddy Row has claimed a bond made out in this man's name for 2,000 Anahs, to which alone his information related. He stated what probably is the case, that Reddy Row obtained from him a declaration that he had no interest in that bond, it being notoriously the custom and obvious policy of the servants of the Durbar, who had any claims upon it, to use the names of other men, not liable to its immediate authority, in preference to their own. But Boojunga Row added, that he knew the bond to be forged, having previously seen it in Reddy Row's hand with the Nabob's seal affixed, but without any writing in the body of the bond at that time. He said he had received no consideration for signing the declaration concerning it, and he appeared to have had no other

No. 3.

Fort St. George Public Cons. 11 June 1808.

other acquaintance or connexion with Reddy Row. He said that when he asked Reddy Row why he made it in his name, he answered, "That is nothing to you, I only want you to sign a Paper, declaring that you have no interest in it;" and he adds, that he did sign the Paper for the purpose of detecting the fraud.

That a man in Reddy Row's situation, whose whole prospects in any view of them must depend upon his character, should have forged a bond for the paltry sum of 2,000 Anahs (or even for 2,000 Pagodas, as Boojunga Row described it to be) should have used for that forgery, the name of a man not his dependent, nor particularly connected with him, without his previous knowledge or consent, and having unnecessarily disclosed to him proofs of the bond being a forgery, should afterwards call upon him to aid the fraud by signing a Declaration, without offering any share of the benefit, or holding out to him any other consideration, without even explaining when asked, why he used his name; that he should, without even an assurance of not being betrayed by this man, have committed himself by publicly claiming this bond, appeared to us so totally contrary to all common experience or probability, that we rejected the statement as a falsehood, without even mentioning it to Reddy Row, or calling upon him to answer it. It appeared that Boojunga Row, although of a Soucar's family in the country, has personally resided for about seven years in Madras without any employ; this man also offered his services to the Commissioners.

The only other witnesses deserving notice, were Aroonahella Row and Beema Row, who both described themselves as having been confidentially employed in the service of Reddy Row. The most material part of the evidence which they gave, related to three out of seven or eight claims which are in the list published in the London Gazette, under the claim N° 104 in the list, purporting to be securities given in June 1801 (about a month before the death of the late Nabob) to several Soucars for different sums of money, but "with the knowledge of Reddy Row." The witnesses told the Committee that those several sums were not really loans to the Circar; that Reddy Row having been security to the Circar for the renters of the Tinnevelly province, who were arrear, (and in naming whom they were very particular and circumstantial) had been forced to raise the amount by loans on his own credit from the Soucars, which he paid into the Treasury in satisfaction of his security; that afterwards Reddy Row made out forged Eneatenamahs in the names of the Soucars, to accept them in lieu of his bonds, representing himself as being unable to pay them; that these witnesses were the persons employed in prevailing upon the Soucars to make the exchange. They stated the declaration of Reddy Row to them, accounting for his being reduced to the necessity of forging these and other Eneatenamahs and bonds. They said they had seen a man, whom they stated to be his servant, named Anunda Row, sitting behind a curtain in Reddy Row's house, forging these and other bonds, many of which the witnesses said they had carried to different persons; that they had no concern in these practices, but were only employed as servants to carry the papers, without having any communication to make, or knowing their contents, except from previous information from Reddy Row and Anunda Row. Each at first spoke of having at home lists of these bonds; each was afterwards asked why they had kept those lists, and being unable to assign any reason, they doubted whether they had kept them; and when desired to bring them, could find none; neither of them could read Persian, therefore it was manifest they could have no knowledge of the existence of the forgeries, except by the voluntary information of the parties concerned.

Having being very particular in distinguishing the above securities, as well as others which they said they had carried to other persons, as not being bonds but eneatenamahs, which corresponds with the designation in the Newspapers of Letters of acknowledgment, they were asked to state the difference between a bond and an eneatenamah, which they could not do. They were called upon to state the name of any one person to whom either of them had carried any of the bonds besides those specified in the Newspapers, as having been claimed by the persons named in them; this also they were unable to do. They were severally called upon to explain why they had left the service of Reddy Row; Amachella Row said, that Reddy Row was unable to continue to maintain him; Beema Row also gave as a reason, that he was not sufficiently supported by Reddy Row, but denied having wholly left his service; both denied their being since maintained or supported by any other person, or having any support,

No. 3.

Fort St. George Public Cons. 11 June 1808.

except borrowing money where they could upon their prospects and hopes from the information they offered to Government.

In considering the general effect of the evidence of these two men, the Committee was strongly impressed, not only with the many contradictions it exhibited, but more particularly with the general improbability of the whole story. That two men, who by their ignorance of the Persian language could not have known what was done, even if forgeries had been written under their eyes; who do not appear to have been necessary, and scarcely even useful actors in any part of the supposed transactions, and who have no share in the profits of the fraud, should have been unnecessarily informed of the whole, as if for the very purpose of giving testimony concerning it by, Reddy Row, whose employ and situation could not have led him to the habit of general and unnecessary disclosure of secret transactions; that these men, thus possessing secrets of so much consequence to one who by the number of bonds which he was represented to have sold, must be supposed to have amassed wealth, and to whom the hope of impunity in the crimes charged against him, as well as of enjoying the pursuits of them must have depended upon his escaping detection, or even the suspicion of such practices, at least until after the final consolidation of the debts; that these men should have been allowed by him to leave his employ, from his refusal of the pittance necessary for their support, did appear to us in the highest degree improbable.

But one part of their statement had reference to facts capable of more substantial proof, and we tried their general veracity by that, lest the bonds or eneatanamahs appear in the public papers; the facts of the Soucar's having received them from Reddy Row in exchange for his own bonds was also known to one of our members to be true. The nature of his interest in the transaction seemed to be a circumstance capable of being ascertained with precision and deserving of enquiry, as the fact of his being personally responsible to the Circar as security for its renters to the amount borrowed from the Soucars, would have rendered it improbable that the Circar should have given its bonds for the amount, and would have given a probability to the charge of their fabrication.

We accordingly gave Reddy Row notice of this charge against him, and called upon him to explain the transaction; his statement of it was clear and satisfactory, and was in the principal facts supported by the testimony and personal knowledge of Mr. Batley, the Nabob's secretary, to whom, from his established and well known character, we gave implicit confidence.

We found that Reddy Row never was security for any renters, nor liable for any such money to the Circar of the late Nabob. That shortly before the Nabob's death, there being an urgent necessity for cash to pay the Kist, and the Soucars, from particular circumstances, being unwilling to make advances in the name of the Circar, the money was raised at the desire of the Nabob by Reddy Row on his own bonds, which his situation enabled him to do, it being notorious and evident that while the country continued under the Nabob, the money borrowed on the personal responsibility of the Peshcar would not remain long undischarged. That the Nabob becoming soon afterwards dangerously ill, one of the first cares of the Dewan, Colonel Barret, was to secure Reddy Row, as far as could then be done, by giving him bonds for the amount borrowed on his responsibility; that Colonel Barret accordingly caused his own confidential writer, Anunda Row, to prepare drafts of the bonds required, and in all probability the bonds were accordingly then completed and given, as they purport to have been, the Nabob having continued for a considerable period in the same state before he died.

We also found, that immediately after the accession of the present Nabob, Reddy Row procured his interference in his favour on this subject with Mr. Webbe, the accredited agent of Government at the Durbar, which he certainly would not have ventured to ask with reference to so recent a transaction, if in truth he had been notoriously a debtor to the Circar, and had only raised money to pay his own debt.

Most of these facts were of a nature capable of much additional proof, being of public notoriety; but we felt perfectly satisfied with what was already before us.

We thus ascertained that the pretended confidential communications disclosed by Aroonchella Row and Beema Row were false in one of the most important facts, and perhaps the only one capable of distinct proof: we therefore have no

No. 3.

Fort St. George Public Cons. 11 June 1808.

hesitation in rejecting their whole statements, as resting in opposition to all probability, upon the bare assertion and veracity of two men, thus detected of falsehood on almost the only point capable of investigation.

As these men appear to have formerly received some support from Reddy Row and had no quarrel with him, nor indeed appeared to speak with any personal rancour, we are induced to believe that they have been selected by the authors of this attack upon Reddy Row, from the opportunities which their access to him might be supposed to give them, and have been suborned to give false information against him. It does not appear to us that Loyd possesses either the understanding necessary to arrange such a conspiracy, nor the means to corrupt those men to his purposes; we therefore consider all the parties who have appeared before us as merely the instruments of some secret Author of the whole attempt, who unfortunately finds security in his own concealment, while these men seem in general scarcely worthy of notice, even for the purpose of punishment.

In some respects the investigation may have been fortunate; it will probably stifle in future those suspicions which may have arisen from rumours industriously circulated, while their truth remained unexamined.

It has held forth an opportunity for all accusers, and invited them to impeach the correctness of men in an important and confidential situation, and has not only established the falsity of all the charges against the only one of them seriously accused, but has given an occasion of recording the opinion entertained of his character, by one whose opportunities of judging of his conduct much exceed those of any other European. The enquiry has also established most important proof of general purity of one of Reddy Row's situation, as Peishwa formerly, and afterwards as Head of the office of Accounts. His opportunities of amassing wealth by undue means must have been almost incalculable; yet Mr. Batley states that he has been obliged to adopt his mode of living to his diminished allowances. The Soucars also in accepting the bonds of the Circar after the Nabob's death, subject to all the chances of a public future consolidation, in preference to Reddy Row's bonds, gave a strong practical proof of their conviction of his situation. But this is even more strongly proved by the evidence of his accusers, Moanchella Row and Beema Row, who, when called upon to assign the reason for their leaving his service, stated that he could not support them; the notorious fact of his confined circumstances suggesting the first and natural answer to the question, although wholly at variance with the fabricated statements they came to support.

The loose and general abuse contained in the written Statement of Narrain Row against Mr. Batley and the other officers now in the confidence of the Durbar, do not require any comment.

(Signed) A. Anstruther,
F. Thompson,
W. Oliver,
R. Orme.

To the Chief Secretary to Government, Fort St. George.

Sir,

I WAITED upon his Highness, Azeem ul Dowlah Bahauder, Nabob of the Carnatic, &c. &c. &c. this morning at his request, to converse upon particular business.

The subject being particularly detailed in the three accompanying Persian Papers, which his Higness put into my hands, I request you will submit them for the information of the Honourable the Governor in Council; viz.

No. 1. An Arzee from Gholaum Nizam ul Dowlah to the Nabob, enclosing,

2. Bond of Wallahjah to Gholaum Nizam ul Deen's father, for 46,000 Pagodas.

3. Representation of Mahomed Shereef Sheshghuree Row and Aizahan.

Fort St. George, I have the honour to be, &c, &.
15th June 1808. (Signed) *R. Barclay.*

Translation of an Arzee, addressed to the Presence.

Enclosed I have the honour to send the bond which Sooliar Row of the Treasury brought to me last night.

(Signed) Nizam ood Deen.

No. 3.

Fort St. George Public Cons. 11 June 1808.

Memorandum.—Enclosed in the above is a bond for 46,000 Pagodas, in the name of Nizam ood Deen Ahmud Khaun Bahauder, payable in two months after date, with interest at the rate of 12 per cent. per annum. It bears the seal of the Nabob Wallahjah, and is dated the 22d Zee Kadee. A. H. 1199.

(True Translation.)

Fort St. George, 15th June 1808.

(Signed) W. Oliver,
Deputy Persian translator to Government.

Representation of Mohummud Shureef Sheshageree Row and Appa Rao.

AT nine o'clock on the night of Saturday the 15th of Rubeeoo Sanee, A. H. 1223, we went on our own concerns to the house of Nizam ood Deen Ahmud Khan, who said to us, "Wait a little, for a person is coming here, seat yourselves behind this bed, and listen to the conversation which passes between him and me." We accordingly went out and stationed ourselves behind the bed near a window; at half past nine o'clock, Sooba Rao of the Treasury came, and Ahmud Khan and he seated themselves near the window and the bed. Ahmud Khan thus addressed him; "It is a long time since I have seen you, you suffered much in your imprisonment, how did you get released?" Sooba Rao answered, "My life was in danger in that unfortunate affair; neither my father nor my son afforded me any assistance, but Langur Paupiah showed me great kindness, he expended a thousand Pagodas in applications to the Court, &c. and obtained my release; he also assisted me in building my house, and he now allows me 20 Pagodas, and Ventrut Rao, my Gomastah, five Pagodas per mensem; what man in this country would have acted in this way? There is one reason, however, which induced Paupiah to assist me; he has bonds to the amount of 12 lacs of Pagodas, of which sum four lacs are still due; he had received the remaining eight lacs, and his receipts for that sum were lodged in the Treasury; some time ago I withdrew these receipts from the Treasury, and returned them to him; I inserted corresponding accounts in the Dufters, and his accounts must be made to agree therewith. For this purpose, he has employed four writers, and his account will be prepared in the course of four or five days." Ahmud Khan then asked Sooba Rao, whether he enjoyed the favour of the Manlavee, and of Mr. Batley? Sooba Rao said, "That the Manlavee was his enemy, but that from the conduct of Mr. Batley, he could draw no conclusions, and that God knew what his private sentiments were." He made several speeches of this kind, which are not worth repeating. Ahmud Khan then said to Sooba Rao, "Last Sunday Paupiah came to my house, and informed me that you had sent a message by Sutoo Rao, importing that you had made out a bond in the name of my father; tell me the amount, and how you manage it." Sooba Rao answered, "I got Kundul Rao, the Guhvelldars of the Treasury, to make out a bond to the amount of 46,000 Pagodas; Paupiah will quickly dispose of it; do you carry the bond to his house and give him a bill of sale, and I will obtain from him, and deliver to you your Haramaname and vouchers which he has in his possession." Ahmud Khan replied, "No person will give credit to a bond of so large an amount in the name of my father, I shall endanger my life by it, which God forbid; this hazardous transaction fills me with apprehensions." Sooba Rao quieted the fears of Ahmud Khan, who then asked him whether the bond bore a forged or the real seal; Sooba Rao pointing towards the east, said, "The seal of the Nabob is in the garden of Gulsitty Begum, who will affix it to the bond for a small sum of money." Ahmud Khan then said, "Very well, give me the bond; but how is it to be entered, since Reddy Rao and others are employed?" Sooba Rao answered, "There is nothing to fear from Tormul Rao and Sondier Rao, because they will listen to what I say; as for Reddy Rao, who is a great liar, what can he do? He is in the situation of a widow; I will manage this transaction for you, for I have succeeded in many others like it. I prepared and gave to Venkatadum a Goleer or bond to the amount of three lacs of Pagodas, and I have so planned my measures, that if the Company labour for a thousand years they will not be able to pay the fourth of the interest on the debt." Ahmud Khan then said, "The bond which you have made out in the name of my father is dated in the year 1197, and the title of Bahadoor is added to his name; in that year my father had not that title, and if this circumstance should be discovered, there is reason to fear that we shall be detected." Sooba Rao answered, "I wrote it by mistake, but it is of no consequence, I will soon alter it, and bring it to you; send

No. 3.

Fort St. George Public Cons. 11 June 1808.

send me your conveyance, and I will go home and prepare another bond." Sooba Rao accordingly went to his house in the Palankeen of Ahmud Khan, and sent word by the bearer that he would prepare it and bring it the next morning at breakfast; Ahmud Khan then observed to us, that we had heard the conversation which had passed between him and Sooba Rao, and desired us to be present the next morning at nine o'clock, when Sooba Rao would bring the bond.

In compliance with the directions of Nizam oo Deen Ahmud Khan, we went to his house on Sunday the 16th of Rubeerors Sunex; at nine-o'clock Sooba Rao came accompanied by Paupiah; Ahmud Khan was not at home, but his brothers were, and Paupiah said to them, "It is unfortunate that Ahmed Khan is not at home, I came to settle his affairs; as I have not found him at his house, you must not fail to tell him that Sooba Roa has a bond in the name of your father to the amount of 46,000 Pagodas, that he (Ahmud Khan) must bring it to my house, and give me a bill of sale, that so I may relieve you from the claims against you;" upon this Sooba Rao and Paupiah returned to their own houses. We were eye witnesses of what passed. On the night of that day, at half past seven o'clock, a man named Seetor Rao brought a bond to Ahmud Khan from Sooba Rao; Ahmud Khan and Seetor Rao were in the hall, and we were on outside, but we saw what passed through a small window; Seetor Rao delivered a bond to Ahmud Khan, and told him that a hundred Pagodas had been expended in preparing it, and that Sooba Rao had sent for the money. Ahmud Khan asked why Sooba Rao himself did not come, because he wished to speak to him; Seedor Rao promised to bring him the next night and went away. Ahmud Khan told us, that as Sooba Rao had not had an opportunity of confronting us with him, desired us to be present the next evening.

At half past seven o'clock on the night of Monday the 17th of Rubeeroz Sanse, Sooba Row and Seetor Rao came to the house of Ahmed Khan, Seetor Rao remained on the outside, and Sooba Rao entered the hall; Ahmud Khan and Soobor Rao seated themselves near the window at which we were stationed. Sooba Rao asked Ahmud Khan whether he had received the bond for 46,000 Pagodas in the name of his father, which he, Sooba Rao, had sent the day before by Seetor Rao; Ahmud Khan answered in the affirmative. Sooba Rao then said, "Why should there be any delay? Go immediately to the house of Paupiah, and settle the matter at once; and send also the hundred Pagodas which have been expended in preparing the bond." Ahmud Khan said, "Seetor Rao brought me this bond six days ago, and I observed that it was dated in 1197; what is the reason that it is now dated in 1199?" Sooba Rao answered, "I had the accounts, and as they did not correspond with the bond, I altered the date to 1199; such a trifle will not affect our well grounded plans, for Paupiah will shortly introduce me to the Commissioners, and cause the Dufters of the Sirkar to be delivered over to me; we shall then see how we are to act." After this conversation, Sooba Rao took leave of Ahmud Khan, and came out of the door, when one of our party, Mahommed Shureef, presented himself before him, and said, "You have defrauded the Sirkar; we have seen you and Paupiah, and Seetoo Rao come here these four days past, and we have heard the conversation that has past; last night, Seetoo Rao brought a bond from you to Ahmud Khan, and demanded 100 Pagodas as the price of the fraud, and you have again mentioned the bond to day; we have detected you in your fraudulent attempts." Sooba, in answer, called Mohummud Shureef a *mountain of beauty*, and Mohummud Shureef gave him the same foolish appellation. Mohummed Shureef then requested Ahmud Khan to take care of the forged bond which Sooba Rao had given to him, and to bear witness to what had passed; in the meantime ten or twelve persons belonging to Sooba Rao assembled together, and Sooba Rao went to his own house.

The contents of this Paper are true.

(Signed) Sadik Alee Khan Behadur.
Zoravur Jung,
Nigam oo Dien,
Appa Rao.

The mark of Mohummud Shureef,
A Signature in Marhatta Characters.

A true Translation. (Signed) Wm Oliver,
Deputy Persian Translator.

No. 3.

Extract Fort St. George Public Consultations, 19th July 1808.

To the Chief Secretary to Goverment.

Fort St. George Public Cons. 19 July 1808.

Sir,

The papers forwarded with your Letter of the 25th ultimo, relative to the forgery of a Nabob's bond for Pagodas 46,000, were communicated to the Committee, who proceeded to enquire into the circumstances attending that forgery, and I now enclose their Report with a copy of their Proceedings, which you will please to lay before the Honourable the Governor in Council.

I have the honour to be, &c,

(Signed) *Robert Orme*,
Solicitor to the H. C.

Fort St. George,
15th July 1808.

The Committee appointed by Government for enquiry into the alleged forgeries of Nabobs' bonds, have had laid before them the Chief Secretary's Letter to the Solicitor of the 25th June last, with the several Papers accompanying it, relative to the alleged forgery of a bond in the name of Nizam-ood Deen Ahmed Khan Behauder, for the principal sum of Pagodas 46,000, and have in consequence proceeded to enquire into the circumstances attending that forgery. It appears that the communication of the circumstances stated by Reddy Row was first made by the order of his Highness the Nabob to Mr. Anstruther and Mr. Orme; but as that was considered merely as a private communication, those gentlemen, from the importance of the matter, desired the Committee might proceed on the official communication from the Government.

It has been stated in evidence, that the bond in question is a forged bond, and that Paupiah Braminy and Sooba Row (late the Sheristadar in the Treasury Office at the Durbar, and whose removal from it, as well as the offer of Paupiah for his reinstatement, have been noticed in our former Report) have been principally concerned in the forgery. The connexion between these men has already been stated in our former Report; and the information now laid before us tends most strongly to confirm our former suspicions of the character and connexions of Sooba Row, and of the inducements which Paupiah Braminy had to attempt the reinstatement of a man, by whose frauds he was so materially to benifit; from this additional evidence it would seem, that Sooba is determine by every means in his power to support the claims of Paupiah, to whom he acknowledges obligations, which he states no other man in the country would have conferred on him, as far as can be collected from the evidence before the Committee. The particular inducement of this forgery held out on the part of Paupiah Braminy to Ahmed Khan, for his assignment of the bond, was that it should be accepted as satisfaction for a debt which Ahmed Khan owed to Paupiah; but as the arzee of Ahmed Khan, relative to the former offer of the nuzzer by Paupiah, had before this transaction been communicated by his Highness to the Committee, it is not impossible that Paupiah may have had it in view in his attempt to implicate Ahmed Khan in a transaction which Paupiah Braminy knew might tend to disgrace him; and Sooba Row's motives in effecting the forgery are fully detailed in the representation of Mohommed Sheereef Sheshagree Row and Appoo Row, of which a translate copy is introduced into the Proceedings accompanying this Report; and the testimony of these men is strongly confirmed by Tanjeed ood Deen Khan Bahauder, the brother of Ahmed Khan, who made the communication to Reddy Row, by whom it was detailed to the Dewan of the Nabob.

The circumstances that led to the discovery of the forgery have been fully stated by Reddy Row to the Committee, and are confirmed by the Town Major as being the same that were communicated to him by his Highness the Nabob; and from the other information we have received, we have no reason to doubt the truth of the whole of what has been communicated to us, and we therefore recommend that all the parties concerned in the forgery be prosecuted for the offence.

(Signed) A. Anstruther,
F. Thompson,
W. Oliver,
R. Orme.

Fort St. George,
11th July 1808.

No. 3.

Fort St. George Public Cons. 19 July 1808.

2d July 1808.

The Committee appointed by Government to enquire into the alleged forgeries of Nabobs' bonds meet in pursuance of another Letter from Government relative to a bond for Pagodas 46,000, in the name of Nizam ood Deen Ahmud Khan Bahauder, alleged to be a forged bond.

REDDY ROW

States to the Committee, that he was ordered by the Nabob to attend Mr. Anstruther and Mr. Orme to communicate to them certain circumstances relative to the above bond, and he accordingly communicated to them the following particulars, which are the same as were mentioned to Major Barclay by the Nabob; viz.

That on Sunday the 25th Vicessy, at nine o'clock at night, Nizamood Deen sent his servant Audy Pillay to Reddy Row, to say that he would send his brother to him to talk; Reddy Row desired he might be sent. The same evening Tajoo Deen Khan, the brother of Nizamood Deen Khan, came to Reddy Row's house, and said, that this day at 10 o'clock in the forenoon, Paupiah was at Nizamood Deen Khan's house, and told him that Sooba Row was in possession of a bond for Pagodas 46,000, which was in the name of Nizamood Deen's father. If Nizamood Deen Khan would send for Sooba Row he would give him the bond and state the particulars, and if he would make over the bond to him (Paupiah) he would settle the business that was between them. Nizamood Deen Khan replied, that his father had not even seen so much money in his life time, and therefore suspected the bond must be a false one; what reason could there be for his father's bond being in the possession of Sooba Row? and therefore considered this kind of discourse as not being meant for his good. Paupiah answered, you are a fool, what apprehensions can there be in this? Send for Sooba Row, take the bond and come to me at night; all other necessary arrangements will be done by me and Sooba Row. These circumstances my brother (Nizamood Deen) desired me to communicate to you (Reddy Row,) and my brother desired me to add, that Paupiah and Sooba Row had an evident intention to injure my brother, and therefore had brought forward this propcsition; and Paupiah's reason for becoming my brother's enemy is, that he wrote to the Nabob on the subject of the Cummabasta, therefore he wanted to produce this bond against him as a forgery. After this communication to Reddy Row, the brother of Nizamood Deen desired Reddy Row to give him his advice on this business. Reddy Row desired me to tell his brother, that no doubt this was a scheme of Paupiah and Sooba Row to injure him, and advised him to be on his guard and place no confidence in Paupiah, and that he thought it advisable that he should immediately communicate this to the Nabob.

The next day, Monday the 26th, Tajoo Deen Khan came again to Reddy Row's house at nine o'clock at night, and told him he had been that morning with Paupiah, who asked him why his brother had not come, and if his brother had received the bond from Sooba Row or not. Tajoo Deen Khan replied, how can my brother come to you, or receive the bond from Sooba Row? The bond must be a false bond, as it could not be really in favour of our father, and that his brother would not receive it; to this Paupiah replied, you are an unfortunate fool, what fears can you have? Receive the bond without delay from Sooba Row, make it over in my name, and your business I will settle. Tajoo Deen Khan added, that one Satoo Row had come to his brother on the part of Sooba Row, but his brother would not see him, and then Satoo Row came to me (Tajoo Deen) and said Saboo Row had sent him to his brothers, and that he (Satoo Row) wanted to speak to him personally, and desired to be introduced to him. Tajoo Deen promised to introduce him if he would let Tajoo Deen Khan know what his business was. Satoo Row said, Sooba Row has put into my hands a bond for 46,000 Pagodas in the name of your father, and that he was desired to deliver it to Nizamood Deen Khan, and to demand the sum of Pagodas 100, which was the cost of that bond; Tajoo Deen received the bond from Satoo Row, and carried it to his brother. He (the brother) on perusing it, observed, that it was dated 1197, and that "Bahauder" was mentioned in the bond, and that his father had not then that title, and therefore the bond must be a forgery, and he would not see Satoo Row nor receive the bond, and desired it might be given

No. 3.

Fort St. George Public Cons. 19 July 1808.

given back to Satoo Row, which was done, and Satoo Row went away; Reddy Row observed, that two days have elapsed, and you have not yet informed the Nabob; inform him without loss of time.

On the 27th Vyassy, Tajoo Deen Khan came again to Reddy at nine o'clock at night, and said, that Satoo Row had again come to Nizamood Deen Khan, and told him that Sooba Row wished to come himself, and would bring the bond, therefore Nizamood Deen wished Reddy Row to mention this circumstance to the Dewan to be communicated to the Nabob; that Sooba Row would come to his house the next day; if the Nabob sent some people to be witnesses to the conversation, he would communicate the substance of their information to the Nabob; this, Reddy Row said he would communicate to the Nabob through the Dewan, and let him have the answer received. The next morning, Reddy Row reported all this to the Dewan for the Nabob's information. The Dewan observed, that it would not be proper to send any one as a witness from the Circar, that either Nizamood Deen Khan or Reddy Row might select three proper persons to go to Nizamood Deen Khan's house and overhear what passed. Reddy Row accordingly sent Mahomed Sheriff Shashagree Row, and Appoo Row, to Nizamood Deen Khan's house; after these three men were at his house, he sent to Sooba Row to come and bring the bond with him.

Shasageree Row, Appoo Row, and Mahomed Sheereeff are called in, and confirm all the circumstances stated in their Representation, and as they are stated. They are further asked whether they went the first time to Nizamood Deen Khan's house on their own business, or at the desire of Reddy Row; they answer, that being unconnected with any body, they went at the request of Reddy Row.

The following is a Translate Copy of the Representation of the above three Persons, viz.

1 June 1801.

AT nine o'clock on the night of Saturday the 15th of Rubeeoos Sanee, A. M. 1223, we went on our own concerns to the house of Nizamood Deen Ahmed Khan, who said to us, "Wait a little, for a person is coming here, seat yourselves behind the bed, and listen to the conversations which passes between him and me." We accordingly went out and stationed ourselves behind the bed near a window; at nine o'clock Sooba Row of the Treasury came, and Ahmud Khan, and seated themselves near the window and the bed. Ahmud Khan thus addressed him; "It is a long time since I have seen you, you suffered much in your imprisonment, how did you get released?"

Sooba Row answered, "My life was in danger in that unfortunate affair; neither my father nor my son afforded me any assistance; but Lungeer Paupiah shewed me great kindness; he expended a thousand Pagodas in applications to the Court, &c. and obtained my release; he also assisted me in building my house and he now allows me 20 Pagodas; and Venhuthas, my Gomashta, five Pagodas per mensem; what man in this country would have acted in this way? There is one reason however which induced Paupiah to assist me; he has bonds to the amount of 12 lacs of Pagodas, of which sum four lacs are still due; he had received the remaining eight lacs, and his receipts for that sum were lodged in the Treasury some time ago; I withdrew these receipts from the Treasury and returned them to him; I inserted corresponding accounts in the Dufters, and his accounts must be made to agree therewith; for this purpose he has employed four writers, and his accounts will be prepared in the course of four or five days." Ahmud Khan then asked Sooba Row, whether he enjoyed the favour of the Moulavee and of Mr. Batley. Sooba Row said, "That the Moulavee was his enemy, but that from the conduct of Mr. Batley he could draw no conclusions, and that God knew what his private sentiments were." He made several speeches of this kind, which are not worth repeating. Ahmud Khan then said to Sooba Row, "Last Sunday Paupiah came to my house and informed me that you had sent a message by Satoo Row, importing that you had made out a bond in the name of my father; tell me the amount, and how you managed it." Sooba Row answered, "I got Hindul Row, the Tahseildar of the Treasury, to make out a bond to the amount of 46,000 Pagodas; Paupiah will quickly dispose of it; do you carry the bond to his house and give him a bill of sale, and I will detain from him and deliver to you your

Kurarnam

No. 3.

Fort St. George. Public Cons. 19 July 1808.

Kurarnam and vouchers which he has in his possession." Ahmed Khan replied, "No person will give credit to a bond of so large an amount in the name of my father, I shall endanger my life by it, which God forbid; this hazardous transaction fills me with apprehensions." Sooba Row quieted the fears of Ahmud Khan, who then asked him whether the bond bore a *forged* or the real seal; Sooba Row pointing towards the east, said, "The seal of the Nabob is in the garden of Guhsitty Beegum, who will affix it to the bond for a small sum of money." Ahmud Khan then said, "Very well, give me the bond; but how is it to be entered since Reddy Row and others are employed?" Sooba Row answered, "there is nothing to fear from Termul Row and Soondar Row, because they will listen to what I say; as for Reddy Row, who is a great liar, what can he do? He is in the situation of a widow, I will manage this transaction for you; for I have succeeded in many others like it. I prepared and gave to Venkutor* Duree a Golur, a bond to the amount of three lacs of Pagodas, and I have so planned my measures, that if the company labour for a thousand years, they will not be able to pay the fourth of the interest on the debit." Ahmud Khan then said, "The bond which you have made out in the name of my father is dated in the year 1197, and the title of Behadur is added to his name; in that year my father had not that title, and if this circumstance should be discovered, there is reason to fear that we shall be detected." Sooba Row answered, "I wrote it by mistake, but it is of no consequence; I will soon alter it and bring it to you; lend me your conveyance, and I will go home and prepare another bond." Sooba Row accordingly went to his house in the Palanquen of Ahmud Khan, and sent word by the bearer that he would prepare it and bring it the next morning at breakfast. Ahmed Khan then observed to us, that we had heard the conversation which had passed between him and Sooba Rao, and desired us to be present the next morning at nine o'clock, when Sooba Rao would bring the bond.

* 2d

In compliance with the directions of Nizamood Deen Ahmud Khan, we went to his house on Sunday the 16th of Rubee-oos Sanee; at nine o'clock Sooba Rao came accompanied by Paupiah; Ahmud Khan was not at home, but his brothers were, and Paupiah said to them, "It is unfortunate that Ahmud Khan is not at home, I came to settle his affairs; as I have not found him in his house you must not fail to tell him that Sooba Rao has a bond in the name of your father to the amount of 46,000 Pagodas, that he (Ahmud Khan) must bring it to my house, and give me a bill of sale, that so I may relieve you from the claims against you." Upon this Sooba Roa and Paupiah returned to their own houses. We were eye witnesses of what passed. On the night of that day, at half past seven o'clock, a man named Seetoo Rao brought a bond to Ahmed Khan from Soober Rao; Ahmud Khan and Setoo Rao were in the hall, and we were on the outside, but we saw what passed through a small window; Seetoo Rao delivered a bond to Ahmud Khan, and told him that a hundred Pagodas had been expended in preparing it, and that Soober Rao had sent for the money. Ahmud Khan asked why Soober Rao himself did not come, because he wished to speak to him. Seetoo Rao promised to bring him the next night, and went away; Ahmud Khan told us, that as Sooba Rao had not come, he had not had an opportunity of confronting us with him, and desired us to be present the next evening.

At half past seven o'clock, on the night of Monday the 17th of Rubee-oos Sonee, Soobee Rao and Seetoo Rao came to the house of Ahmud Khan, Seetoo Row remained on the outside and Soobe Rao entered the hall; Ahmud Khan and Soober Rao seated themselves near the window at which we were stationed; Soober Rao asked Ahmud Khan, whether he had received the bond for 46,000 Pagodas in the name of his father, which he (Soober Rao) had sent the day before by Seetoo Rao; Ahmud Rao aswered in the affirmative. Souba Rao, then said, "Why should there be any delay? Go immediately to the house of Paupiah, and settle the matter at once, and send also the hundred Pagodas which have been expended in preparing the bond." Ahmud Khan said, "Seetoo Rao brought me this bond six days ago, and I observed that it was dated in 1197; what is the reason that it is now dated in 1199?" Sooba Rao answered, "I had the accounts, and as they did not correspond with the bond, I altered the date to 1199; such a trifle as this will not effect our well grounded plans, for Paupiah will shortly introduce me to the Commissioners, and cause the Dufters of the Sirkar to be delivered over to me; we shall then see how we are to act." After this conversation, Sooba Rao took leave

No. 3.

Fort St. George Public Cons. 19 July 1808.

of Ahmud Khan, and came out of the door, when one of our party, Mehomared Sheereef, presented himself before him, and said, "You have defrauded the Sirkar, we have seen you and Paupiah and Seetoo Roa come here these four days past, and we have heard the conversation that has passed last night; Seetoo Rao brought a bond from you to Ahmud Khan, and demanded 100 Pagodas as the price of the fraud, and you have again mentioned the bond to-day, we have detected you in your fraudulent attempts." Sooba Rao, in answer, called Mahummud Sheereef a *mountain of beauty*, and Mahummud Sheereef gave him the same foolish appellation. Mahummud Sheereef then requested Ahmud Khan to take care of the forged bond which Sooba Rao had given to him, and to bear witness to what had passed. In the meantime, ten or twelve persons belonging to Sooba Rao assembled together, and Sooba Rao went to his own house.

The contents of this Paper are true.

(Signed) Sadekalee Khan Bahader,
Zoravur Jung,
Nizam-ood Deen,
Appa Rao.

The mark of Mohummud Sheereef,
A Signature in Mahratta Characters,
(Signed) William Oliver.

It is noticed by one of the members of the Committee, that in the original Persian Representation sent in by the above men, they state that they went on their own business to Nizam ood Deen Khan; but Mr. Oliver observes to the Committee, that Hindoos and inferior Moosulmans can hardly be supposed to write the Persian language with precision and accuracy, and that the words in the Original of the paper before the Committee, which are translated "on our own concerns," are often introduced when no definite sense is attached to them; that Mohummed Sheereef, Sherhagerry Row, and Appo Row have informed the Committee that they do not understand Persian; and the Representation which they have signed is evidently written by a Mootusuddee.

TAUJEED OOD DEEN KHAN BAHAUDER

Confirms the statements of Reddy Row, as to the messages he carried to Reddy Row from his brother, and the circumstances of his going to Paupiah's house.

SADIK ALEE-KHAN BAHADUR

Acknowledges to have read and signed the Representation in the Persian language, which is now produced to him.

REDDY ROW

Is again called in before the Committee, and it is noticed to him, that Sooba Row has stated that he returned to Paupiah sundry receipts from the Treasury for eight lacs of Pagodas, paid by the Circar to Paupiah on account of his bonds, and Reddy Row is asked whether by the course of the dealings at the Durbar, such receipts could be in existence. He answers, that the principal part of Paupiah's transactions were during the the time of the Nabob Omdut, and a final settlement took place, in which Reddy Row and the other Seristadars assisted, and on that settlement it appeared that there was due to Paupiah about four lacs, and 80,000 Pagodas; this was for transactions with Omdut. He does not know of any money being due from the Nabob Waulajah to Paupiah, independent of this settlement. If Paupiah had had eight lacs, or any other sum due to him from Waulajah, there would have been a sewal on the final settlement of the accounts with the Omdut. If there has been any removal of the receipts, there is a check by the Dewanny Dufters under the charge of Tremul Row, which will completely explain all Paupiah's transactions.

(A true Copy.)

(Signed) *Robert Orme.*

No. 3.

To the Solicitor of the Honourable Company.

Sir,

I AM directed to acknowledge the receipt of your Letter of the 15th instant, with the Proceedings therewith submitted; and to acquaint you that the Honourable the Governor in Council entirely approves the recommendation of the Committee for instituting a prosecution against the persons supposed to be concerned in the forgery therein mentioned. It will therefore be desirable that the earliest practicable measures should be taken for this purpose, as it may be expected that the punishment of the present offenders would have the most salutary effect in deterring others from presenting similar fictitious claims.

Fort St. George Public Cons. 19 July 1808.

I am, Sir,

Your most obedient servant,

Fort St. George,
20th July 1808.

(Signed) *G. Buchan*,
Chief Secretary to Government.

To the Commissioners for investigating the claims against the late Nabobs of the Carnatic.

Gentlemen,

I AM directed by the Honourable the Governor in Council to enclose the copy of a Letter from the Company's Solicitor and of the Proceedings to which it refers, regarding a further forgery of Nabobs' bonds.

Orders have been given for instituting a prosecution against the supposed offenders.

I have the honour to be, &c. &c. &c.

Fort St. George,
20th July 1808.

(Signed) *G. Buchan*,
Chief Se. to Gov.

Extract of Fort St. George Public Consultations, 26th July 1808.

Ibid, 26 July 1808.

To the Chief Secretary to Government, Fort St. George.

Sir,

WE have the honour to acknowledge the receipt of your Letter of the 20th instant, with a copy of a Letter from the Company's Solicitor and of the Proceedings referred to in that Letter, regarding the forgery of a bond for 46,000 Pagodas.

At the time of receiving your Letter, we had determined to submit an immediate Report to Government, relative to a dangerous and extensive conspiracy for the worst purposes, of the existence of which we had become convinced in the course of our proceedings on the very first case which had been made under our consideration, and to recommend that the Law Officers of Government might be desired to inspect and consider our proceedings, with a view to the institution of a prosecution against the authors of that conspiracy, and against several witnesses who had in our judgments been manifestly guilty of perjury in support of it.

Since the receipt of your Letter however, we think that any circumstantial Report of what has transpired before us may be dispensed with, and that it will be sufficient for the attainment of our purpose to state, that the principal party implicated in our proceedings is the same person, Avadaunum Paupiah, as is reported by the Committee of Government to have been deeply concerned in the forgery of a bond for 46,000 Pagodas, and that the object of the conspiracy of which he is at the head, at the same time that it comprehends the gratification of private malignity and revenge, seems to us to have a close connexion with his design, (rendered apparent by the evidence given before the Committee of Government) of introducing his coadjutor in forgery, Sooba Row, to our confidence for the purpose of abusing it, and of ensuring success to a complicated system of fraud and chicanery in which they are jointly engaged.

Should this statement appear satisfactory to the Honourable the Governor in Council, we beg leave to suggest, in pursuance of our original intention, (adverted in the 2d paragragh of this Letter) that the Law Officers of Government be requested to inspect our Proceedings, for the purpose of considering whether they do not afford grounds for an additional prosecution against Avadaunum Paupiah for conspiracy, and against several of his witnesses for perjury.

We have the honour to be, Sir,

Your most obedient servants,

Office of Commissioners
for investigating Carnatic Debts,
Fort St. George, 25th July 1808.

(Signed) W. Parker,
H. Russell.

No. 3.

To the Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Fort St. George Public Cons. 26 July 1808.

Gentlemen,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 25th instant, and to acquaint you that the Law Officers of the Company have received directions to avail themselves of the further information contained in your Proceedings on the subject of the alleged forgery of Nabobs' bonds.

I have the honour to be, &c.

Fort St. George, 27th July 1808. (Signed) *G. Buchan*, Chief Sec. to Gov.

To the Solicitor for the Honourable Company.

Sir,

I AM directed by the Honourable the Governor in Council to enclose the copy of a Letter from the Commissioners for investigating the Nabob's debts, and to desire that you will in communication with the Advocate General avail yourself of the further information contained in the Proceedings of the Commissioners on the subject of the alleged forgery of Nabobs' bonds.

I am, &c.

Fort St. George, 27th July 1808. (Signed) *G. Buchan*, Chief Sec. to Gov.

Extract Fort St. George Public Consultations, the 16th August 1808.

Ibid, 16 Aug. 1808.

To the Chief Secretary to Government, Fort St. George.

Sir,

ON the 25th ultimo we had the honour to submit a recommendation to the Honourable the Governor in Council, that the Law Officers of Government might be requested to inspect certain Proceedings held by us for the purpose of considering whether they did not offer grounds for a prosecution against Avadaunum Paupiah and others for conspiracy and perjury.

At the time we addressed Government to this effect, we deemed it sufficient to state the opinion with which we had become impressed in the course of our proceedings, without entering into any explanation of the particular grounds of that opinion, or of the circumstances of the case in the investigation of which it had arisen. Such a detail it then appeared to us could not be attended with any advantage proportionate to the trouble it would create, and might the more readily be dispensed with as the Law Officers of Government would have an opportunity of determining how far the facts given in evidence before us justified the conclusions which we had drawn from them, and indicated the propriety of the measure which we had recommended.

Circumstances however hav recently transpired which induce us to address Government more at large on the subject of our letter of the 25th ultimo.

The expedient resorted to for the purpose of giving effect to the operation of the conspiracy and perjury noticed in that Letter, was an accusation of forgery against Royor Reddy Row, one of the officers whom his Highness the Nabob has directed to attend us, to furnish information relative to the Durbar transactions in general, and to assist us in the frequent references which we have occasion to make to the Durbar Records.

This accusation was avowedly and ostensibly directed to the invalidation of a claim preferred before us by Reddy Row; but this we are persuaded was but a secondary object with the accuser; his real end was to stigmatize the character, and to remove from our office the person of Reddy Row, who possesses too much knowledge on the subject of the transactions, which for many years past have taken place at the Durbar, not to be an object of alarm to Avadaunum Paupiah, one of the largest of the claimants on the Carnatic.

With respect to the abstract fact of Reddy Row, an old servant of the Durbar, being one of many hundred creditors on the Carnatic, there was nothing we conceived in this circumstance alone which ought to exclude him from that place in our good opinion, to which the confidence still reposed in him by the present Nabob, and the high character with which he was introduced to us by his Highness's secretary, seemed to bespeak him entitled.

At

No. 3.

Fort St. George Public Cons. 16 Aug. 1808

At the same time, however, that we thought it unjust to draw any inference to the prejudice of Reddy Row from the mere existence of his claims, we considered it advisable, adverting to the peculiarity of his situation in our office, to bring those claims to as early a determination as possible, and accordingly selected one of them for the subject of our first enquiry.

On the approach of the day fixed for the trial of this claim, the bond on which it was founded was alleged by Avadaunum Paupiah through his attorney, Mr. Light, to be a forgery, although this impeachment of the claim was received subsequently to the expiration of the ample period of fifteen weeks, limited by us for the delivery of objections, and we thought proper for that reason, in words to reject it; yet in fact the allegation of Avadaunum Paupiah had every effect with us which it was intended to produce; for so disposed were we to subject Reddy Row's conduct to the severest scrutiny, that we made it our own act to summon and hear every witness against him named by Paupiah's attorney.

Influenced by this disposition, we devoted the greater part of eleven different days to the investigation of Reddy Row's claim; and the result of this cautious and prolonged enquiry being the establishment of a persuasion in our minds, that the charge of forgery preferred by Avadaunum Paupiah, was a false and malicious attack on the character of Reddy Row, and that the witnesses who had given their testimony in support of it had been guilty of perjury, we thought it our duty to address you in the terms of our Letter of the 25th ultimo.

Soon after the dispatch of that Letter, we were surprized to receive information from the clerk to His Majesty's Justices of the Peace, that the accusation of forgery againt Reddy Row, which had so completely failed before us, had been carried to the Police Office, and that the sitting magistrate, Mr. Maitland, required the bond on which Reddy Row's claim was founded, to be transmitted for his inspection.

In answer to this application, we communicated to the sitting magistrate the result of the investigation which had taken place before us on the subject of the accusation of forgery, lodged by Avadaunum Paupiah against Reddy Row, and added that, if after the receiving the information submitted by us, he should still wish to see the bond, a member of our Commission would produce it at any time the magistrate might appoint; to this communication an immediate reply was received, desiring that the bond might be produced at nine o'clock the next morning, and observing, that if the depositions taken in our office were also exhibited to the magistrate, the dispatch of the business pending before him might perhaps be facilitated.

Our junior member accordingly attended at the magistrate's Office at the appointed hour with the bond in question, and with all the evidence which had been recorded by us; he then found that the whole proof offered in support of the alleged forgery, consisted of the evidence of two witnesses, named Bheema Row and Amachella Row, whose evidences had been previously taken at great length in our office, and appeared to us at once so defective in many essential points, so contradictory, and above all, so grossly improbable in all its parts, that had no other testimony been adduced to invalidate it, we never could have imagined it would have obtained a moment's credit.

These persons (who were formerly in the service of Reddy Row, with whom they admit they disagreed) assert, that five or six years ago Reddy Row, openly and aloud in their presence, directed a man of the name of Anunda Row to write a bond in the name of Gapaul Row for 38,500 Pagodas, and that Anunda Row did accordingly write a bond on a piece of paper, to which the seal of the Nabob was already affixed; unable to read or write Persian, they do not pretend to recognize the bond, a circumstance we should conceive of great importance in relation to a criminal prosecution, and on being cross examined they contradict each other in almost every particular point to which they speak; we may here add, that Bheema Row and Amachella Row are particularly pointed out in the Proceedings of the Committee of Government, which accompanied your Letter of the 25th June last, as persons totally undeserving of credit; and the evidence given by them before us is wholly at variance with their declarations before that Committee.

No. 3.

Fort St. George Public Cons. 16 Aug. 1808.

Such being the state of the evidence offered in support of the charge of forgery, and the Magistrate having requested to see the depositions which had been taken in our office, it was natural to suppose that he would have afforded them some consideration in forming his judgment on the present case; or if he did not deem himself at liberty to act on evidence recorded by us, that he would at any rate have summoned and examined the witnesses himself.

Had such a course been pursued by Mr. Maitland, we cannot but be of opinion that he would have been convinced equally with ourselves, that the charge of forgery against Reddy Row and Anunda Row, the writer of the bond, was a malicious falsehood; he would have found it easy to prove by the testimony of the late Nabob's head Moonshee, and his European secretary, who has been thirty years at the Durbar (to pass over many inferior witnesses) that the orders which appear on various records, now forthcoming in our office, on the subject of the bond alleged to have been forged five or six years ago, in the time of the present Nabob, are in the hand-writing of the late Nabob Omdut ul Omrah himself; he would have found Nizam Uddien Ahmud Khan, the grandson of the Nabob Wallajah, ready to depose on oath, that in the month of Suffer 1213 Hejeree, corresponding with July 1798-99, a conversation took place in his presence between Colonel Barret (the secretary to the late Nabob Omdut ul Omrah) and Reddy Row respecting Gopaul Row's transactions with the Nabob, and that Colonel Barret directed Reddy Row to prepare a bond in the name of Gopaul Row; he would have found in short such a variety of circumstances susceptible of easy proof, of a direct tendency to establish the genuineness of the bond in the name of Gopaul Row, as would, it appears to us, have been sufficient to satisfy the most sceptical mind of the falsity of Avadaunum Paupiah's accusation.

But had all direct evidence in favour of the bond been wanting, Mr. Maitland would have found that it could be established by the evidence of four witnesses, (two of whom were Avadaunum Paupiah's own messengers) that Avadaunum Paupiah about 20 days ago, while the investigation of Reddy Row's case was depending before us, went at midnight to the latter's house, and proposed, as the condition on which he would prevent his attorney Mr. Light, and his witnesses Bheema Row and Arnachella Row from attending the office of the Commissioners in future, that Reddy Row should bind himself by a written engagement to effect the admission of all Avadaunum Paupiah's claims by the Commissioners. The same witnesses would also have stated, that Avadaunum Paupiah acknowledged that he had conceived an enmity against Reddy Row, because the latter some time ago prevented the sale of a jewel which he was desirous of disposing of to the Nabob, and because he had reported, that many of his, Paupiah's bonds, consisted for the greater part of compound interest.

Mr. Maitland might have found all this and more proved on our proceedings, or might have had it proved before himself by summoning the witnesses whose depositions we had taken; and such a mass of direct and circumstantial evidence, opposed to the incomplete and incredible tale of Bheema Row and Arnachella Row, might have sufficed, we humbly presume to be of opinion, to avert from Reddy Row the disgrace of a commitment for forgery.

The Magistrate, however, thought it inconsistent with his duty, either to receive the depotitions taken before us as evidence, or to examine the deposing parties before himself; and on the 30th ultimo, he actually committed Reddy Row and Anunda Row for trial at the next sessions, on the sole evidence of Bheema Row and Arnachella Row, for forging a bond, which to this moment has not been identified.

Such has been the successful appeal to the magistrate of the parties against whom we recommended a prosecution for conspiracy and perjury, and such the disgrace brought upon the hitherto unstained character of Reddy Row by the machinations of a man who is already infamous in consequence of a conviction for conspiracy, and is himself at this moment under orders of prosecution for forgery by Government.

Should the Honourable the Governor in Council think that our opinion as to the existence of a conspiracy to remove the Durbar officers, and particularly Reddy Row from our office, requires confirmation, we beg leave to refer in support of it to the proceedings of the Committee of Government, of which you transmitted to us a copy on the 25th June.

No. 3.

We take the liberty of concluding this Report, with a recommendation that Reddy Row be afforded the assistance of the Law Officers of Government on the occasion of his trial for forgery on the accusation of Avadaunum Paupiah.

We have the honour to be, &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 10th Aug. 1808.

(Signed) W. Parker, S. T. Goad, Henry Russell.

Fort St. George Public Cons. 16 Aug. 1808.

To the Commissioners for investigating Claims against the late Nabobs of the Carnatic.

Gentlemen,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 10th instant, and to acquaint you, that the Governor in Council has entirely concurred on the grounds on which you have recommended that the Law Officers of the Company should be instructed to defend the charge of forgery preferred against Reddy Row.

The necessary order has been accordingly furnished to the Law Officers on this subject.

I have, &c.

Fort St. George, 16th Aug. 1808.

(Signed) *G. Buchan*, Chief Sec. to Gov.

To the Solicitor for the Honourable Company.

Sir,

I AM directed by the Honourable the Governor in Council to enclose the copy of a Letter from the Commissioners for investigating the Claims against the late Nabobs of the Carnatic, and to acquaint you that it is considered proper that Reddy Row should receive the assistance of the Law Officers of the Company in his defence against the charge of forgery which has been preferred against him.

I am, &c.

Fort St. George, 17th August 1808.

(Signed) *G. Buchan*, Chief Sec. to Gov.

Ibid, 6 Sep. 1808.

Extract Fort St. George Public Consultations, the 6th Sep. 1808.

READ the following Letter from the Commissioners for investigating the Carnatic Debts.

To the Chief Secretary to Government.

Sir,

WE request that you will be so good as to submit to the Honourable the Governor in Council, the enclosed copy of a Letter which we have just received from Mr. Light, an attorney of the Supreme Court, with our solicitation that he would be pleased to direct instructions to be issued to the Law Officers of Government to appear on our behalf, on the occasion of the action instituted against us by Narrain Row, alias Kistna Row, for false imprisonment.

We feel no hesitation in imputing the institution of this action against us to the operation of the same spirit which dictated the vexatious proceedings reported by us in our Letter of the 10th ultimo against the Durbar officer, Reddy Row.

Narrain Row we have reason to believe, is himself much too indigent to engage the services of a lawyer, and we therefore apprehend that he is on this occasion nothing more than an instrument in the hand of other persons to embarrass and perplex our proceedings.

The ground on which we considered it necessary to confine the person of Narrain Row, was, his having refused to be sworn when required to depose before us on the subject of a claim under our investigation, and we consequently issued our warrant to the sheriff for his commitment to prison, under the 6th clause of the Act 46th of the King, cap 133. until he should consent to be sworn; and on his complying with our requisition, which he did at the expiration of about thirty-six hours, he was released from prison under our directions.

We are, &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 1st Sep. 1808.

(Signed) S. T. Goad, Henry Russell.

No. 3.

To William Parker, S. T. Goad, and Henry Russell, Esquires, Commissioners for investigating the Claims on the late Nabobs of the Carnatic.

Fort St. George Public Cons. 16 Sep. 1808.

Gentlemen,

By the directions of Narrain Row, alias Kistna Row, an action has been commenced against you for false imprisonment. The process was sent to Mr. Orme for the purpose of preventing any personal inconvenience to you, but he has declined appearing, as he had no authority for that purpose; I will thank you to inform me to whom I shall send the process.

I am, &c.

31st August 1808. (Signed) William Light.

(A true Copy.)

(Signed) S. T. Goad,
Henry Russell.

Sent the following Letter to the Commissioners for the adjustment of the Carnatic Debts.

Gentlemen,

I am directed by the Honourable the Governor in Council, to acknowledge the receipt of your Letter of the 1st instant, and to acquaint you, that the Law Officers of the Company have been instructed to appear in the action which has been instituted against you in the Supreme Court.

Diary 7 Sep. 1808.

I have the honour to be, &c.

Fort St: George, 7th Sep. 1808. (Signed) *G. Buchan*, Chief Sec. to Gov.

Extract Fort St. George Public Consultations, 16th Sep. 1808.

Ibid, 16 Sep. 1808.

SENT the following Letter to the Commissioners for investigating the Carnatic Claims.

Gentlemen,

* Vide No. 1. page 1 to 2.

1.—I am directed by the Honourable the Governor in Council to transmit for your information, the copy of a Letter * which has been received from three Gentlemen who state themselves to be representatives of some of the creditors of the late Nabobs of the Carnatic.

† Vide No. 2. page 7 to 12.

‡ Vide No. 1 page 3.

2.—It having been judged proper to refer that Letter to the Law Officers of the Company, I have the honour to enclose for your farther information, the copy of a Report † submitted in consequence by the Advocate General, with the copy of a Letter ‡ which has been dispatched to the subscribers of the enclosed Paper.

I have the honour to be, &c. &c.

Fort St. George, 17th Sep. 1808. (Signed) *G. Buchan*, Chief Sec. to Gov.

(Approved and ordered accordingly.)

Read the following Letter from the Commissioners for investigating the Carnatic Debts.

To the Chief Secretary to Government.

Sir,

A claim has been brought before us by Mr. Zachariah Polack, husband of the late Mrs. Polack, formerly Smith, who administered to the estate of Captain Joshua Smith, for arrears of pay due by the late Nabob Wallajah to the said Captain Smith, amounting to the principal sum of Star Pagodas 3,237. 9. 4.

In part of this sum, it appears by a Letter from the Nabob Wallajah to the Right honourable Lord Hobart, under date the 1st April 1795, and by his Lordship's answer, dated 15th of the same month, that S. P. 1,618. 27. 20. were paid into the Company's Treasury on the 14th April 1795, and the claimant acknowledges the receipt of Star Pagodas 1,618 from the Treasury of Government.

It appears, however, by another Letter addressed by his Highness the late Nabob Wallajah to the Right honourable Lord Hobart, under date the 1st May

1795,

1795, and by his Lordship's answer to the Letter in question, dated 17th of the same month, that the Nabob transmitted to the Treasury of Government, the amount balance of arrears of pay due to the late Captain Joshua Smith, being Star Pagodas 1,619. 27. 20. No. 3.

Fort St. George Public Cons. 16 Sep. 1808.

The claimant not acknowledging the receipt of more than Pagodas 1,618 from the Treasury of Government, we request to be informed whether the balance of the arrears paid into the Company's Treasury was ever paid to the widow and administratrix of Captain Smith, or to any person on her behalf, and that if the amount appears to have been paid, that we may be furnished with a copy of the receipt given be the person to whom the money may have been paid.

We have the honour to be, &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 8th Sep. 1808.

(Signed) W. Parker, S. T. Goad, Henry Russell.

Resolved, That a copy of the foregoing Letter be transmitted to the Accountant General, and that he be directed to furnish the information therein required from the accounts of this Presidency.

Extract Fort St. George Public Consultations, 20th Sep. 1808.

Ibid, 20 Sep 1808.

READ the following Letter from the Sub-treasurer.

To G. G. Keble, Esquire, Secretary to Government.

Sir,

I HEREWITH enclose a Certificate of the amount of monies received into the general Treasury from the late Nabobs Wallajah and Umdut ul Omrah, on account of the late General Joseph Smith.

I am, &c, &c.

Fort St. George General Treasury, 17th Sep. 1808.

(Signed) J. Kenworthy, Sub-treasurer.

Certificate of monies paid into the Treasury, on account of General J. Smith, by the late Nabobs Wallajah and Omdut ul Omrah.

1790, April 10.	Received 28th February 1789 from the Nabob, on account of General Smith		250
	In Porto Novo Pagodas 3,999, at 114½ P. N. per 8 Pagodas		3,500
	Pagodas		3,750

Fort St. George, 17th Sept. 1808.

(Signed) J. Kenworthy, Sub-treasurer.

Ordered, That a copy of the Certificate which accompanied the foregoing Letter be transmitted to the Commissioners for investigating the Carnatic debts.

Diary 21st

To the Commissioners for investigating the Carnatic Debts.

Gentlemen,

I AM directed by the Honourable the Governor in Council to transmit to you the accompanying copy of a Certificate from the Sub-treasurer of the amount of monies received into the General Treasury from the late Nabobs Wallajah and Omdut ul Omrah, on account of the late General Joseph Smith, for which application was made in your Letter of the 19th ultimo.

I have the honour to be, &c.

Fort St. George, 21st Sept. 1808.

(Signed) *G. G. Keble*, Sec. to Gov.

Extract Fort St. George Public Consultations, 23d September, 1808.

Ibid, 23 Sep. 1808.

READ the following Letter from the Commissioners for investigating the Carnatic Debts.

To the Chief Secretary to Government.

Sir,

WE request you will submit our application to the Honourable the Governor in Council, to be furnished with a copy of the Proceedings of the Committee,

No. 3. which was appointed in the year 1805 for the investigation of certain claims on the late Nabobs of the Carnatic.

We have the honour to be, &c.

Fort St. George. Public Cons. 23 Sep. 1808.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, Sep. 20th 1808.

(Signed) W. Parker, S. T. Goad.

Ordered, That the Commissioners be informed that the Committee mentioned in the foregoing Letter are still engaged in the prosecution of the enquiry entrusted to them, but that they have been directed to communicate to them such parts of their proceedings as may not be wanted by them for the purpose of reference.

Extract Fort St. George Public Consultations, 24th September 1808.

Ibid. 45ep. 1808.

SENT the following Letter to the Commissioners for investigating the Carnatic Debts.

Gentlemen,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 19th ultimo, and to inform you that the Records therein required as herewith transmitted, accompanied by the copy of a Letter from Messrs. Harington and Co.

I have the honour to be, &c.

Fort St. George, 24th Sept. 1808.

(Signed) *G. Buchan*, Chief Sec. to Gov.

Extract Fort St. George Public Consultations, 30th September 1808.

Ibid, 30 Sep. 1808.

READ the following Letters from the Company's Solicitor.

To the Chief Secretary to Government.

Sir,

THE extract of a Letter from Hussain ul Mulk Bahauder, relative to the suit commenced against him by Mr. William Abbott, has been submitted to the Advocate General, and I now enclose copy of his opinion on the subject of the claims made by Mr. Abbott on Hussain ul Mulk Bahauder. The copies of Papers directed by that opinion to be laid before Government shall be forwarded without delay.

I have the honour to be, &c. &c. &c.

Fort St. George, 22d Sep. 1808.

(Signed) *R. Orme*, Solicitor to the Honourable Company.

(Copy.)

THE information communicated by Hussain ul Mulk Bahauder, relative to the money dealings of Mr. Abbott with the late Nabob Omdut ul Omrah, under the cloak of his name, after the Statute of one thousand seven hundred and ninety seven, involves consequences under the provisions of that Statute, which may not perhaps have been in the contemplation of Government, in sending it to its officers. So far as it affects the suits which I am now defending by orders of Government, it will be unnecessary here to say more than that I shall endeavour to obtain so much of the benefit of the information as is still open to us, a verdict having gone against him in one cause.

By the Statute 37 Geo. III. c. 142. s. 29, it is provided, that "Whenever any information shall be given to any of the Governments in India, of any loans made to Native Princes of India, contrary to the provisions of that Act, the case shall be laid before the Law Officers of the Company there, who shall report their opinion thereon, whether the same is a proper case for prosecution, (together with their reasons for the same) which Report shall be transmitted to the Court of Directors by the first convenient opportunity."

In obedience to this Statue, I proceed to state the case with my opinion upon it.

The first shape in which Mr. Abbott put this demand in suit in the Supreme Court, was in the year 1805, by entering up judgment upon a warrant of attorney, executed by one Moortiza Hussain Khan Bahauder, together with one Hakeen Ahmed Khan (then dead) for the sum of seventy-three thousand Pagodas advanced in May 1799. The nature of the transaction was at that

No. 3.

Fort St. George Public Cons. 30 Sep. 1808.

time so totally unknown to Government, that Mr. Abbott obtained its interference with the Nizam, to whose Court Moortiza Hussain Khan had retired, to deliver him up, and he was accordingly taken by the sheriff; he then in order to obtain his liberation, applied to the Court, stating the securities to have been given not for a debt of his own, but for securing one due from his master, Hussain ul Mulk, to Mr. Abbott, and that upon a fair account it would be found that Hussain ul Mulk owed little or nothing to Mr. Abbott. This was answered by two affidavits, the one of Mr. Abbott, the other of Vassoo Dava Pillay, stating that the securities were given for money actually advanced to Moortiza Hussain Khan himself; these affidavits were held by the Court sufficient to a common intent, to repel the charge of its being a debt of Hussain ul Mulk, and to dispense with the necessity of enquiry into the state of the account between them. The application to discharge was accordingly refused, and Moortiza Hussain Khan afterwards died in goal.

After his death, Mr. Abbott brought the suit now depending against Hussain ul Mulk, upon the same demand of seventy-three thousand Pagodas, with another of fifty-five thousand Pagodas, as for sums of money advanced in the months of May and June 1799 by Mr. Abbott to Hussain ul Mulk. The latter having applied to Government to have the aid of the Law Officers of Government, as being the son of the Nabob Wallaujah, and then too poor to support the costs of suit, I had orders to appear as his Counsel upon the trial, which took place before the Memorial of Hussain ul Mulk to Government. The first item of seventy-three thousand Pagodas was refused by the Court, upon a ground of form, but a verdict was given for the other demand of fifty-five thousand Pagodas, subject to certain deductions. It was stated in evidence by the witnesses on behalf of Mr. Abbott, to have been a sum advanced upon no other security from Hussan ul Mulk, except the appointment of the above named Vassoo Dava Pillay, "in whom Mr. Abbott had confidence," to be Naib or Deputy of Hussain ul Mulk, as Phousdar of the Arcot Province, and to collect the whole revenues which he was to hold on account of Mr. Abbott; that he held these for some time, but that afterwards certain other districts were given to Mr. Abbott in exchange, which he agreed to rent for ninety thousand Pagodas, being thirty thousand per annum for three years. These districts remained in his hands at the time of the countries being taken possession of by the British Government. His agreements were produced, and were stipulations with the Circar, not with Hussain ul Mulk. The circumstances were not, however, at that time sufficiently strong to prevent a verdict from being entered up against Hussain ul Mulk.

Before judgment being entered up, the Commissioners for settling the debts of the Carnatic published the list of claims, containing that of Mr. Abbott, as assignee of the same Vassa Dava Pillay, upon two bonds from the Nabob, for evidently the same advances, and dated in the same months, being recited to have been money advanced by Vassoo, Dava Pilla to Hussain ul Mulk by the the desire of the Nabob. By taking the assignment, Mr. Abbott recognizes the truth of those bonds and of the recital contained in them, and is therefore in law for civil purposes, in the same situation which common reason suggests, as the true explanation of the transaction; it is plain that the loan was made, not for the use of the servant, and that he was merely a collateral security. The affidavits of Mr. Abbott, and of Vassoo Dava Pillay have been held in their favour (and therefore must be also taken against them) as sufficient to shew that Hussain ul Mulk was not the party really interested, nor upon the state of whose accounts the amount or validity of the claim rested; the only other party is the Nabob. Thus it is manifest, that these parties were acting together in making loans to the Nabob in violation of the Statute under the double cloak of securities from a servant in the name of the European, by whose influence the possession of the revenue of the Province was secured: the securities from the Nabob were taken in the name of the Native coadjutor, in which they were not apparently illegal.

Upon the whole case, I am clearly of opinion that it is a misdemeanor within the Statute, and proper to be prosecuted as such.

I have directed the Company's Solicitor to lay before Government, the copies of all the above Proceedings, and also of the Claim and other documents before the Commissioners.

It is also my duty to recommend that these Papers might be laid before the Commissioners, as a ground of objection to the two claims made before them (Nos.

No. 3.

Fort St. George Public Cons. 30 Sep. 1808.

282 and 283) in the lists published, for an aggregate amount of 170,500 Pagodas principal, as being claims void by the Statute to which I have before referred, and upon the validity of which, under the deed of composition, it will be for the Commissioners in England hereafter to determine.

(Signed) *A. Anstruther,*
Advocate General.

22d September 1808.

(True Copy.)

Robert Orme.

To the Chief Secretary to Government.

Sir,

I HAVE now the pleasure to send herewith the copies of Papers from N° 1. to N° 8. referred to in the opinion of the Advocate General forwarded, with my Letter of the 22d instant.

I have the honour to be, &c.

Fort St. George,
30th Sept. 1808.

(Signed) *R. Orme,*
Solicitor to the Honourable Company.

In the Supreme Court, Madras. Plea side; between William Abbott, Plaintiff, and Moortiza Hussain Khan Bahauder, Defendant

Moortiza Hussain Khan Bahauder, a Mahomedan Native of India, and now a prisoner in the debtors gaol of Madras, maketh oath and saith, that the bond which is mentioned in the plaint filed in this cause to have been sealed by this Deponent and one Hakeen Ahmed Khan to the Plaintiff William Abbot, abovenamed; and whereupon by virtue of an Instrument in writing purporting to be a warrant of attorney or judgment, hath been entered up and executed against this Deponent, was so executed and given by this Deponent; and the said Hakeen Ahmed Khan (in his life time, who is now deceased) for the securing to the said Plaintiff a balance remaining at the time of the execution thereof according to the said Plaintiff's account and claim due to the said Plaintiff from Hussain ul Mulk Behauder, and on no other account or consideration whatever. And this Deponent saith, that at the time of the execution of the said bond, and long before, the said Hussain ul Mulk Behauder was fouzdar and renter from the Circar of his Highness Omdut ul Omrah, the Nabob of the Carnatic of the Province of Arcot, and that the rent for the same district was payable and paid by the said Hussain ul Mulk Bahauder to the Circar by certain monthly kists or instalments. And this Deponent saith, that at the same time this Deponent acted under the said Hussain ul Mulk Bahauder as manager at Arcot for collecting the revenues of that Province, and that the said Plaintiff, William Abbott, acted by himself and by his Gomashtahs, Chinnia Moodelly and Vassa Dava Pillay, in advance for paying the kists of the said Province for the said Hussain ul Mulk Bahauder. And this Deponent also saith, that in such capacity the said William Abbott, by himself and his Gomashtahs aforesaid, at divers times before the first day of May, which was in the year of Christ one thousand seven hundred and ninety-nine, (being the day of the date of the bonds mentioned in the plaint in this cause) did lend and advance to the Hussain ul Mulk Bahauder, divers large sums of money, for the purpose of enabling the said Hussain ul Mulk Bahauder to pay to the Circar of his said Highness Omdut ul Omrah Behauder, Nabob of the Carnatic, so much of the aforesaid kist as the revenue and other means of the said Hussain ul Mulk Bahauder were insufficient to discharge. And this Deponent saith, (that as he hath understood from the said Hussain ul Mulk Bahauder, and as he verily believes) all such monies as were so as aforesaid advanced by the said William Abbott to the said Hussain ul Mulk Bahauder, were paid by the said Hussain ul Mulk Bahauder to the Circar of his Highness the Nabob of the Carnatic, and in discharge of the aforesaid kists payable for the province of Arcot, and were known to the said William Abbott to be intended for that purpose. And this Deponent saith, that accounts were from time to time made up and between the said Hussain ul Mulk Bahauder and the said Plaintiff, comprizing for the most part the said sums of money so as aforesaid advanced for the purposes aforesaid by the said Plaintiff to the said Hussain ul Mulk Bahauder, and accumulations of interest thereon, and for the remaining (and the most small and inconsiderable part) certain other matters of dealing

No. 3.

Fort St. George Public Cons. 30 Sep. 1808.

dealing between the said Plaintiff and the said Hussain ul Mulk Bahauder. And this Deponent saith, that for the same considerations, and in the same manner, the account hereinbefore referred unto (and for the balance of which the said bond of this Deponent and the said Hakeen Ahmed Khan mentioned in the plaint in this cause was executed) was made up by and between the said Plaintiff and the said Hussain ul Mulk Bahauder. And this Deponent saith, that in any the money or other matters of consideration of or for the said bond mentioned in the plaint in this cause, or of or for any preceding bond or other security of or for which the said bond mentioned in the plaint in this cause was given by way of removal or exchange, this Deponent was not, and (to the best of his knowledge and belief) the said Hakeen Ahmed Khan was not interested, concerned or benefited, otherwise than as security for the Hussain ul Mulk Bahauder. And this Deponent likewise saith, that (beyond such debt as may have been created by the said bond mentioned in the plaint in this cause) this Deponent is not to the best of his knowledge and belief indebted to the said William Abbott in any sum of money whatsoever. And this Deponent moreover saith, he verily believes that if an account were justly stated between the said Hussain ul Mulk Bahauder and the said Plaintiff, William Abbot, including the said bond mentioned in the plaint in this cause, the said Hussain ul Mulk Bahauder would not appear to be, and would not be indebted to the said Plaintiff in any sum of money whatsoever.

Moortiza Hussain Khan,
the mark of U×er Behauder.

Sworn before me by virtue of a Commission to me directed in the debtors gaol Madras, the contents having been first explained by the Court Interpretor, this 10th day of April 1806.

(Signed) R. Clarke, Commissioner.

(A true Copy.)

(Signed) J Shaw, Depy Prothy.

(True Copy.)

(Signed) Robert Orme.

In the Supreme Court, Madras, Plea side. } William Abbot, Plaintiff, and Moortiza Hassan Khan Behauder, Defendant.

William Abbott, the Plaintiff in the above cause, maketh oath and saith, that the bond and warrant of attorney, whereon judgment was entered up and executed against the said Defendant, was not executed and given by the said Defendant and Hakeen Ahmed Khan in his life time for and in consideration of any balance remaining at the time of the execution thereof due to this Deponent from the said Hussain ul Mulk Behauder. But this Deponent saith, that the sum of money, as a security for which the said bond and warrant of attorney was so executed, was actually advanced to the said Defendant at the time of the execution of the said warrant of attorney: and this Deponent further saith, he would not have advanced and did refuse to advance the said sum of money to the said Defendant, without the said joint security of the said Defendant and the said Hakeen Ahmed Khan.

Sworn in Fort St. George the 29th day of April 1806, before me,

(Signed) W. Abbott.

(Signed) Henry Gwillim.

(A true Copy.)

(Signed) J. Shaw, Depy Prothy.

(A true Copy.)

(Signed) Robert Orme.

In the Supreme Court, Madras, Plea side. } William Abbott, Plaintiff, and Moortiza Hussain Khan Behauder, Defendant.

Vassoo Dava Pillay of Madras maketh oath and saith, that he is the subscribing Witness to the bond and warrant of attorney whereon as this Deponent hath been informed and believes, judgment was entered up and executed against the said Defendant. And this Deponent further maketh oath and saith, that he saw the said Plaintiff pay unto the above-named Defendant the sum of 73,000 Pagodas,

No. 3.

Fort St. George Public Cons. 30 Sep. 1808.

being the consideration for which the same was executed by the said Defendant and Hakeen Ahmed Khan, deceased, at the time of the execution thereof.

The contents thereof having been previously explained by the Court interpreter, Vassoo Dava.

Sworn in Fort St. George the 30th April 1806, before me,

(Signed) Henr Gwillin.

(A true Copy.)

(Signed) J. Shaw, Depy Prothy.

(True Copy.) Robert Orme.

W. Parker, S. T. Goad, Henry Russell, Esquires, Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Gentlemen,

I HAVE the honour to send you herewith a Statement of my claim as assignee of Vassoo Dava Pillay, for the amount of two Agreements granted by the Nabob Omdut ul Omrah, for money lent to Hussain ul Mulk Behauder by Vassoo Dava Pillay above-mentioned.

I have the honour be, Gentlemen,
your most obedient servant,
(Signed) Wm Abbott.

Fort St. George,
30th June 1808.

(True Copy) Robert Orme.

CLAIM of William Abbott, Assignee of Vassoo Dava Pillay, submitted for the consideration of the Commissioners for investigating the Debt of the late Nabobs of the Carnatic.

Name of the Original Creditor.	Name of the Claimant.	Date of the Claim.	Account of the Principal of the Claim in the Coin specified in the Obligation or Account.	Amount of the Interest to the 12th February 1785, and rate thereof.	Amount of the Interest from the 12th February 1785 to the 5th May 1804.	Agregate Amount of the Interest.	Agregate Amount of the Claim in the Coin specified.	Agregate Amount in Pounds Sterling at 8 per cent. Pagodas.	Vouchers produced in support of the Claim.	REMARKS.
			Star Pagodas		at 5 per cent. from 15th May 1799.		Star Pagoda s	£. s. d.		
Vassoo Dava Pillay	W. Abbott, Assignee	15th May 1797	73,000		18,250		91,250	36,500 — —	No. 1.—One original Agreement, granted by his Highness the late Nobob Omdut ul Omrah to Vassoo Dava Pillay, for money lent by him to Hussain ul Mulk.	
D°.	Vassoo Dava Pillay	20th Jan. 1799	57,500		14,091 18 32		71,591 18 32	28,636 11 3		
							162,841 18 32	65,136 11 3	Dated 13th May 1799, corresponding 9th Zelhege, 1213 Hegery, for Pagodas 73,000, payable in 30 days, with interest at 12 per cent. per annum. No. 2.—One original Agreement, granted by his Highness the late Nabob Omdut ul Omrah to Vasoo Dava Pillay, for money lent by him to Hussain Ul Mulk, dated 20th June 1799, corresponding 15th Mohurrum, 1214 Hegery, payable in 30 days, with interest at 12 per cent. per annum, for Pagodas 57,000. No. 3.—One original Agreement, granted by Vassoo Dava Pillay to W. Abbott, dated 30th June 1806.	

Madras, 30th June 1808.

E. E.
(Signed) *W. Abbott.*

(A true Copy.)

(Signed) *Robert Orme.*

N. B. The original Agreement is in the Office of the Register to the Supreme Court; when returned, it will be sent.

No. 3

Fort St. George Public Cons. 30 Sep. 1808.

Whereas Vassoo Dava Pillay has lent by my desire unto Hussain ul Mulk Bahaudar, the sum of 73,000 Star Pagodas, to run at interest at the rate of 12 per cent. per annum, and payable within thirty days from this date, and which, please God, they will punctually pay; but should they not perform their engagements, I hereby promise and engage to be answerable to the said Vassoo Dava Pillay for the amount of principal and interest of the said sum of 73,000 Star Pagodas lent by him as above stated: and further, should (which God forbid) the Company assume my countries in consequence of the war or otherwise, before the said Vassoo Dava Pillay has received payment in full of the principal and interest of the said sum of 73,000 Star Pagodas, I hereby engage to pay whatever sum may remain due to him on that account from and out of the one-fifth reserved by the Treaty for my maintenance. Given under my hand and sale at Chepauk, this 15th day of May 1799, answering to 9th Zilhege, 1213 Hegery.

Registered upon the Registry of the Supreme Court of Judicature at Madras, in vol. III. folio 246 to 247, this 21st Day of July 1808.

(Signed) Gilbt Rickets, Register.

(True copy.)

(Signed) Robert Orme.

D - - - - - - - - Hussian ul Mulk Behauder, in

				Days.	Interest to the 1 April 1808.
1799.					
	May 1.	To amount paid you this day, Pagodas - - - -	73,000 — —	3,335	83,470 28 61
		To Dº - of my Tunka -	5,000 — —		
	June 1.	To amount paid you this day	55,000 — —	8,304	60,416 36 65
		To Dº - of my Tanka -	2,000 — —		
			135,000 — —		143,887 23 46
1808.					
	April 1.	To Bálance of Interest as per Contra - - - -	76,402 17 78		
		Star Pagodas - - -	211,402 17 78		143,887 23 46

No. 3.

Fort St. George Public Cons. 30 Sep. 1808.

Whereas Vassoo Dava Pillay has lent by my desire unto Hussain ul Mulk Behauder, the sum of 57,500 Star Pagodas, to run at interest at the rate of 12 per cent. per annum, and payable within thirty days from their date, and which, please God, he will punctually pay; but should he not perform his engagements, I hereby promise and engage to be answerable to the said Vassoo Dava Pillay for the amount of principal and interest of the said sum of 57,500 Star Pagodas lent by him as above stated: and further, should (which God forbid) the Company assume my countries in consequence of the war or otherwise, before the said Vassoo Dava Pillay has received payment in full of the principal and interest of the said sum of 57,500 Star Pagodas, I hereby engage to pay whatever sum may remain due to him on that account from and out of the one-fifth reserved by the treaty for my maintenance. Given under my hand and sale at Chepauk, this 20th day of June 1799, answering to the 15th Mohurrum 1214 Hegery.

Registered upon the Registry of the Supreme Court of Judicature at Madras in vol. III. folio 248 to 249, this 21st day of July 1808.

(Signed) Gilbt Ricketts, Register.

Account Current with William Abbott, Esquire, - - - - Cr

				Days.	Interest to the 1st April 1808.
1799. June	9.	By Cash received through Vadachellam Medda -	5,300 — —	8,296	5,603 32 26
	10.	By - Do - Do	2,200 — —	8,295	2,325 15 42
	12.	By - Do - Do	1,500 — —	8,293	1,584 20 56
	20.	By - Do - Do	1,300 — —	8,285	1,369 33 75
	26.	By - Do from Moor-eapah Mood - - -	1,000 — —	8,249	1,041 36 19
	15.	By - Do - Do	9,000 — —	3,229	9,317 24 59
	24.	By - Do - Do	5,000 — —	8,220	5,161 27 3
	25.	By - D' - D	1,500 — —	8,219	1,548 — —
		By - Do - Do	1,500 — —		
Sept.	7.	By Chinniah Moddeliar's bond to Hakeen Mahomed's son, given credit here on condition the said bond to be returned as per Agreement - - - -	15,000 — —	8,206	16,957 20 10
1800. May	25.	By Cash received - -	5,560 3 15	7,311	5,238 40 40
1801. March	7.	By - Do - -	3,000 — —	725	2,544 27 49
April	8.	By - Do - -	9,000 — —	6,358	7,359 27 49
June	19.	By - Do - -	8,000 — —	6,286	6,512 9 16
Nov.	5.	By - Do - -	963 5 —	6,147	739 41 47
					67,485 5 48
1808. April	1.	By Balance of Interest carried to the debit of this Account - - - -	- - -	- -	76,402 17 75
			69,823 8 15		
		By Balance due - - -	141,579 9 63		
		Star Pagodas - - -	211,402 17 78		143,887 23 46

Madras,
1st April 1808.

(Signed) *W. Abbott.*

No. 3.

Fort St. George Public Cons. 30 Sep. 1808.

Resolved, That copies of the foregoing Letters with copies of their Enclosures be transmitted to the Commissioners for investigating the Carnatic claims, as under the explanation stated by the Advocate General on the subject to which they relate, it appears to be proper that the Commissioners should be informed of the circumstances connected with it.

Resolved also, That the Commissioners be at the same time informed, that it is the intention of the Governor in Council to bring the subject before the Honourable the Court of Directors, as advised by the Advocate General, and as required by the Statute referred to in his Report.

Ibid, 6 May 1808.

Extract Fort St. George Political Consultations, 6th May 1808.

THE President records the following Letter from Hussain ul Mulk Bahadur, (entered also in C.C. No. 21.)

Translation of a Letter from Hussain ul Mulk Bahadur to the Honourable Sir George H. Barlow, Bart. K. B. dated 1st May.

HAVING tendered those salutations of friendly regard which are incumbent on the sincere friends of the Honourable Company, it is stated for the information of your friendly disposed mind, that a Mr. Brown, the attorney of Mr. Abbott, has caused a summons to be served on me, which I herein enclose for your information, and I entertain the hope that Government will issue an order that Mr. Orme do appear on my part to defend my cause.

May your friendship continue.

(Signed) Mahomed Abdullah, alias Cussamul Mulk Bahder,

(Signed) A. Falconar,
Per. Tran. to Government.

The President states his intention of dispatching the following Letters, (entered also in C. C. Nos. 22 and 23.)

To Hussan ul Mulk Bahader.

I HAVE received your Letter dated the 1st instant, and I have the satisfaction to acquaint you that from the sentiments of high consideration which I entertain for your family, and every desire to meet your wishes, I have thought it proper to comply with the request which you have conveyed to me.

I have accordingly directed the Honourable Company's Solicitor to defend the suit which has been instituted against you in the Supreme Court.

Fort St. George, 7th May 1808. What more need be written? (Signed) *G. H. BARLOW.*

To his Highness the Nabob Azeem ul Dowlah, &c. &c. &c. &c.

May it please your Highness,

I HAVE the honour to transmit for your Highness's information, the copy of a Letter addressed to me by Hussan ul Mulk Bahader, with a copy of the Reply which I have dispatched to that Letter.

Your Highness will observe that I have thought it proper to accede to the request communicated to me by Hussan ul Mulk.

I have the honour to be,
May it please your Highness,
Your Highness's most obedient humble servant,
(Signed) *G. H. BARLOW.*

(Approved.)

Ibid, 2 Sep. 1808.

Extract Fort St. George Political Consultations, 2nd September 1808.

EXTRACT of a Letter from Hussum ul Mulk Bahadeer to the President, dated 24th August, received 28th August 1808.

I NOW proceed to another subject. It appears that the gentlemen of the Court consider me responsible to Mr. Abbott for a sum of money, amounting to 55,000 Star Pagodas, on account of the 10th or June kist of the year 1799, from the Province of Arcot. But I have no concern in this transaction; for if I am considered to have been in the capacity of a renter, the country was assumed

No. 3.

Fort St. George Public Cons. 2 Sep. 1808.

by the Company before the term of my rent had elapsed; or if I am considered to have been merely an Aumil in charge, then I am still less responsible; and in fact I was on the footing of an Amani Aumil, as the Mooteseddees of the Sirkar can verify. I shall here explain summarily the particulars of the transaction with Mr. Abbott, for your information.

When an interruption had taken place in the payment of the kists through the means of Paupaya, Chinnayia Moodeli, and Vassa Deo Pilla, Gomashtahs of Mr. Abbott, having been introduced to the presence by Mahammed Eatebar Khan, were intrusted with the payment of the Arcot instalments, and afterwards came to me, and having received my bond for the amount of the first and second kists, viz. September and October, they deposited the same with me; they likewise received bonds from Hakim Ahmed Khan and Moazzim Jung, two of my subordinate officers, for the amount of the remaining seven kists; viz. from November to May inclusive, and lodged the money of one kist with Moazzim Jung; they themselves paid the amount of the other six kists to the Sirkar.

An adjustment having subsequently taken place with respect to the nine bonds issued in my name and in the names of my subordinate officers, for the amount of the nine kists above-mentioned, six of these bonds were restored to the Arcot Dufter; the Gomashtahs wilfully withheld two bonds, bearing the signature of Moazzim Jung, and carrying the payments made on account of these bonds to the amount of sundries, have not placed it to the account of kists; these circumstances can be ascertained by reference to the Arcot accounts.

The said Gomashtahs removed Moazzim Jung from the Aumildari of Arcot, and one of themselves acting as Aumil, paid the 10th kist on account of the month of June; how then can the responsibility for this sum attach to me? for they neither posess any obligation of mine to that effect nor paid the money to me, nor paid the money through me, nor for the furtherance of my affairs; nay it was paid solely for purposes of their own.

Nevertheless, at the solicitation of these Gomashtahs and with the approbation of the Nabob, I rented the Talook of Volkondapoor on a lease of three years to Mr. Abbott, who passed an agreement that after reimbursing himself the amount of his loan he would pay in the surplus to the Sirkar; now the Talook continued for seventeen months in charge of these Gomashtahs; viz. four months in Amani and thirteen months in rent. If then any money remain due to Mr. Abbott it must be inconsiderable.

I have myself claims on Mr. Abbott on two acccunts; first, because the money I paid on account of the bonds was credited to other accounts not admitted by me, and the bonds were not returned.

Secondly, Moazzim Jung being indebted to me to a large amount, was causelessly imprisoned by Mr. Abbott and died in prison; thus I lost the money due to me by him through the means of Mr. Abbott.

You are pleased on a former occasion to direct the Law Officers of the Company to answer for me in this suit; I request you will be so obliging on this occasion also to direct a revisal of the Proceedings, and that a decision may be passed after the witnesses produced by both parties shall have been heard.

(A true Translation.)

(Signed) A. Falconar,
P. T. to Government.

Resolved, That copy of the foregoing Letter be transmitted to the Company's Solicitor, and that he be directed to obtain the opinion of the Advocate General on the circumstances therein stated.

Extract Fort St. George Public Consultations, 1st October 1808.

Ibid, 1 Oct. 1808.

SENT the following Letters to the Commissioners for investigating the Carnatic Claims.

Gentlemen,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 8th ultimo, and to enclose for your information the copy of a Letter from the Accountant General on the subject of that reference.

2.—I am directed to take this occasion of transmitting to you the enclosed Papers relative to a claim preferred by Mr. William Abbott against Hussain ul Mulk; as under the explanation stated by the Advocate General on that subject, it

No. 3.

Fort St. George Public Cons. 1 Oct. 1808.

it is considered proper that you should be informed of the circumstances connected with it.

3.—It is the intention of the Governor in Council to bring the subject before the Honourable Court of Directors, as advised by the Advocate General, and as required by the Statute referred to in his Report.

I have the honour to be, &c.

Fort St. George,
1st October 1808.

(Signed) *G. Buchan*,
Chief Sec. to Gov.

Ibid, 24 Oct. 1808

Extract Fort St. George Public Consultations, 24th Oct. 1808.

THE President proposes that Letters agreeably to the following draft be dispatched to the Commissioners for investigating the Carnatic Claims.

To the Commissioners for investigating Carnatic Claims.

Gentlemen,

I AM directed by the Honourable the Governor in Council to enclose for your information, the accompanying copies of Letters, in continuation of those already communicated to you relative to the Proceedings on the subject of the Carnatic claims, which have been ordered to take place in the Supreme Court.

I am, &c.

Fort St. George,
25th Oct. 1808.

(Signed) *G. Buchan*,
Chief Sec. to Gov.

(Approved and ordered accordingly.)

Ibid, 16 Dec. 1808.

Extract Fort St. George Public Consultations, 16th December 1808.

READ the following Letters from the Commissiononers for investigating the Carnatic Debts.

To G. G. Keble, Esq. Secretary to Government.

Sir,

WE have the honour to acknowledge the receipt of your Letter of the 21st instant, enclosing a Certificate from the Sub-treasurer of the sums received into the General Treasury from the late Nabobs Wallajah and Omdut ul Omrah, on account of the late General Joseph Smith.

The Certificate in question exhibits one payment only, amounting to Pagodas 3,750, as having been made by either of the late Nabobs to the Treasury of Government, on account of the late General Smith.

We beg leave to acquaint you, that a Durbar document in our possession, states the following payments to have been made to the Treasury on account of the late General Smith, in addition to that noticed in the Certificate which accompanied your Letter; viz.

1796.—February	-	15th	-	-	-	Pagodas	1,000
March	-	14th	-	-	-	-	1,000
April	-	14th	-	-	-	-	1,000
May	-	14th	-	-	-	-	1,000
June	-	14th	-	-	-	-	1,000
September		14th	-	-	-	-	1,000
October	-	14th	-	-	-	-	1,000
November		14th	-	-	-	-	1,000
December		14th	-	-	-	-	1,000
					Total Pagodas	-	9,000

and in a Statement delivered by the executor of the late General Smith to the Commissioners in England, of which a copy has been transmitted to us, the whole of the above payments are admitted, excepting that stated to have been made on the 14th September 1796.

We are accordingly led to apprehend that some inaccuracy has been incurred in preparing the Certificate which accompanied your Letter, and are induced to request that the necessary measures may be taken for removing all doubt on this subject.

As the claim of the executor of the late General Smith is one of those cases to which our early attention is particularly required by the Commissioners in England,

England, we take the liberty of requesting that we may be favoured, if possible, with a reply to this application in sufficient time to enable us to report on the case by the October fleet.

No. 3.

Fort St. George Public Cons. 26 Dec. 1808.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 23rd Sep. 1808.

We have the honour to be, &c.
(Signed) W. Parker,
S. T. Goad.

Ordered, That a copy of the foregoing Letter be transmitted to the Sub-treasurer, and that he be desired to make further enquiry respecting the payments therein mentioned, agreeably to the request of the Commissioners.

Extract of Fort St. George Public Consultations, 23rd December 1808.

Ibid, 23 Dec. 1808.

To the Chief Secretary to Government.

Sir,

WE beg leave to acquaint you for the information of the Honourable the Governor in Council, that a verdict has been pronounced against Roya Reddy Row and Anunda Row on their prosecution at the instance of Avadaunum Paupiah and others, on which prosecution they were at our recommendation defended by the Law Officers of Government.

The verdict however having appeared to be contrary to the evidence adduced on the trial, and in direct opposition to the Judge's charge to the Jury, a motion has been made for a new trial, but in consequence of the absence of the Advocate for the prosecution, the Court's decision relative to that motion cannot be declared until the next sessions.

In the meantime, we understand that a fresh indictment has been preferred against Reddy Row, in conjunction with Mr. Batley, the Nabob's English Secretary, for conspiring to persuade a person named Venaigum Moodelliar, to accept a forged Instrument, purporting to be a genuine bond executed by the late Nabob, and another indictment against Mr. Batley singly, for falsely swearing on the trial of Reddy Row and Anunda Row, that to the best of his recollection he saw the latter at the Durbar two or three years before the death of the late Nabob. On both of these indictments, we are informed bills have been found against the accused parties by the Grand Jury.

Of the particular circumstances connected with the bond held by Venaigum Moodelliar, we are not informed, as the claim which he has preferred on it has not yet been under our consideration; but we know that on the late trial the evidence of Venaigum relative to his bond, although in the opinion of the Chief Justice as well irrelevant and suspicious, as if relevant and credible, insufficient to justify an inference against the authenticity of the bond in question, was yet received, and much depended on to the prejudice of Reddy Row; with respect to Mr. Batley, of whose character, as it appeared during a service of 30 years at the Durbar, we have heard the most favourable report. we can only say that the testimony delivered by him was in perfect consistency with a great mass of other evidence given on the trial, and that it seemed to obtain as entire credit from the Judge as it had previously met with from us. See Orig.

To explain the particular object of this communication, we beg leave to state that the Durbar servants, in general, stand relatively to us in the situation of ministerial officers, not of common ministerial officers who may be changed at will, without any inconvenience to the public business, but of officers for whom no adequate substitute can be found; at the same time also that we cannot dispense with their services, we are sensible that in affording them, the Durbar officers particularly expose themselves to attack from interested persons; and we therefore think it our duty, on a general principle, to afford them our support as long as they shall continue to enjoy our confidence; when we shall become satisfied of the unworthiness of any individual of them, from that moment with respect to him shall our support and confidence cease.

At present, notwithstanding what has passed, our opinion of the innocence of Reddy Row and of M. Batley, as to all or any of the charges preferred against them, is unshaken, and upon the principle explained in the preceding paragraph, we therefore take the liberty of recommending that they may be defended

No. 3. by Law Officers of Government on the trial of the two indictments above mentioned.

Fort St. George Public Cons. 23 Dec. 1808.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 17th Dec. 1808.

We have the honour to be, Sir,
Your most obedient servants,
(Signed) Wm. Parker,
S. T. Goad,
Henry Russell.

Ordered, That a copy of the foregoing Letter be transmitted to the Solicitor for the Honourable Company, and that he be desired, in communication with the Advocate General, to state his opinions respecting the propriety of the Law Officers of the Company being instructed to defend Reddy Row and Mr. Batley against the charges contained in the indictments which have been preferred against them.

To the Commissioners for investigating the Carnatic Claims.

Gentlemen,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 17th instant, and to acquaint you that the Law Officers of the Company have been directed to defend Mr. Batley and Reddy Row against the indictment with which they have been recently charged.

I have the honour to be, Gentlemen,
Your most obedient servant,
(Signed) *G. Buchan*,
Chief Secretary to Government.

Fort St. George,
31st December 1808.

To the Honourable Sir G. H. Barlow, Bart. K. B. &c. &c.

Honourable Sir,

THE Legislature having vested in the Supreme Government the controlling authority over the Commissioners for investigating the debts of the late Nabobs of the Carnatic in India, we humbly solicit your Honour in Council to be pleased to transmit to the Governor General in Council the accompanying Memorial*, Documents, and copy of the Protest † which we, from an imperious sense of duty to ourselves, have been obliged to enter against the proceedings of the Commissioners.

* Vide infra.
† Vide page 80—81.

As the interests of all the real creditors are deeply involved in this measure, we further pray that your Honour in Council will be pleased to direct these Papers to be transmitted with the least possible delay.

We have the honour, &c. &c.
(Signed) Thos. Parry,
Wm. Abbott,
R. A. Maitland.

Fort St. George,
5th January 1809.

To the Commissioners for investigating the Carnatic Claims.

Gentlemen,

1.—Certain creditors of the late Nabobs of the Carnatic having addressed a Memorial to the Right honourable the Governor General in Council, on the subject of the legal questions which have occurred connected with the object of your enquiry, I am directed by the Honourable the Governor in Council to transmit to you a copy of that Memorial, with copies of the Papers to which it refers, in order that you may submit such observations regarding it as you may judge necessary for the information of the Supreme Government.

2.—The Governor in Council leaves it to your determination to forward your observations either by a direct communication to the Governor General in Council, or through the channel of this Government.

I have the honour to be, Gentlemen,
Your most obedient servant,
(Signed) *G. Buchan*,
Chief Secretary to Government.

Fort St. George,
11th January 1809.

To the Right honourable Lord Minto, Governor General in Council, Fort William.

My Lord,

1.—WE have the honour to represent to your Lordship in Council that we are

No. 3.

Fort St. George Public Cons. 23 Dec. 1808.

private creditors of the late Nabobs of the Carnatic, and have signed the Deeds of Covenants between the East India Company and the creditors.

2.—That claims have been preferred before the Commissioners for investigating the debts of the Nabobs of the Carnatic of upwards of eight crores of Star Pagodas, or thirty-two millions of pounds sterling, of which at least seven crores it is admitted must be founded upon forged bonds.

3.—That Roya Reddy Row, Dewanny Peishcar and Head Mahratta Sheristadar of the Nabob, and confidentially employed by the Commissioners, is believed to have been deeply concerned in these forgeries, and taking advantage of his situation at the Durbar, to have introduced many of them upon the Dufters; and it appeared most incontestably upon his late trial that he had fabricated numerous Documents in support of them, and had interpolated them into the Records.

4.—That we have been informed and firmly believe that the aforesaid Roya Reddy Row has in fact sold many forged bonds, purporting to be the late Nabob's bonds, some drawn in his own name, others in the names of his relations, associates, and dependents, and assigned over to him by the nominal proprietors; that he has given Certificates vouching for the truth and validity of other bonds offered for sale, in consideration of sums of money paid to him by the sellers, he knowing them to be forged, and that he has brought upon the Records of the Durbar other forged bonds, and engaged to support them by his influence when they should come under investigation, in consideration of sums of money paid to him, or of promises of a portion of the bonds when consolidated.

5.—We cannot, at this moment, pledge ourselves to adduce legal proof of these fraudulent practices, because the power which this man has obtained from his situation in the Durbar and in the office of the Commissioners, the support that he has met with from the Nabob, from the Commissioners, from the Law Offices of the Company, and from Government itself, have given him such an influence over the minds of the Natives, by whose aid, *principally*, these transactions were carried on, that few of them will dare to give testimony against him; besides that many of them are criminally implicated with him. But these facts are generally believed. Much came out upon the trial of Roya Reddy Row to confirm this belief, and we are persuaded that you Lordship in Council must consider this man branded, as he is, by the verdict of a British Jury, by which he is for ever rendered infamous, totally unworthy of the confidence and protection of the Commissioners, which he, nevertheless, continues to enjoy.

6.—We proceed to state to your Lordship in Council, that the first bond advertized by the Commissioners for investigation, was one purporting to be a bond of the late Nabob Omdut ul Omrah, in favour of Gopal Row, for Pagodas 38,500, claimed by Roya Reddy Row as assignee of Gopal Row; and, that in consequence of the rumours of the aforesaid machinations of Roya Reddy Row, and of positive information as to the forgery of the bond in question, it was formally challenged by Mr. William Light, agent for Avadanum Paupiah Braminy, a very considerable creditor of the late Nabob, and one that, notoriously, had very extensive money transactions with the Durbar. Roya Reddy Row's information, upon oath before the Commissioners, stated, that the sum originally lent was Pagodas 35,000, by several sums, some time in the year 1797, in order to replace the sums borrowed by the Circar to make up the June kist, then payable by the Nabob to the Company; that the account, with interest, was made up in July 1798; that a bond was drawn up by Anundah Row in favour of Gopal Row for Pagodas 38,500, by order of the Nabob and executed by his Highness, and that a balance of 290 Pagodas was paid in cash. To impeach the credit of this bond, Mr. Thomas Parry, who attended by the request of the Commissioners, at the suggestion of Mr. Abbott, proved to them how the the June kist was paid; and from his information we conceive that the Commissioners ought to have been satisfied, that the payments stated to have been made by Roya Reddy Row, could not have had reference to that kist. Mr. Abbott shewed the Commissoners that there was no entry of this loan in the cash Accounts of the Durbar, nor any entry of the transaction when settled in July 1798, and the balance of cash 290 odd Pagodas, stated to be paid; and it is important to remark to your Lordship in Council, that the cash Account for the month, when the money was stated to be paid, is missing from the Dufters, but that the Accounts of the year, when the transaction was said to be settled, are entire. Two or three Native witnesses proved that Anundah Row was not in the service of the Dunbar, nor even at Madras at the time; and two other witnesses proved the actual fabrication of the bond in July 1803.

7.—We

No. 3.

Fort St. George Public Cons. 23 Dec. 1808.

7.—We further beg leave to state, that during this investigation the Commissioners shewed little disposition to encourage persons to come forward with information upon the subject, which certainly is the intention of the Legislature they should do; as it is provided by the Deed, that all objections to claims, whether preferred in England or at Madras, should be published; a duty which the Commissioners have entirely neglected.

8.—That notwithstanding this body of circumstantial and positive evidence against the credit of the bond, it appearing to be the intention of the Commissioners to pass it as a good one, it was resolved to prosecute the parties at the quarter sessions; and accordingly informations were lodged for that purpose before the sitting magistrate.

9.—That informations were accordingly sworn to before the sitting magistrate, Mr. Taswell, by the two witnesses who were present when the bond in question was actually forged; that the other witnesses not being in the way, the further examination of the charge was left to Mr. Maitland, who succeeded Mr. Taswell as sitting magistrate by rotation. Mr. Maitland made application to the Commissioners for the bond which was charged to be a forgery, to be produced at the Public Office, as per accompanying copy of Letter, No. 1, the day after he answered their answer, No. 2; upon which another Letter, repeating his application, was sent, No. 3. After which, Mr. Russell, the junior commissoner, attended with the bond and depositions regarding it, taken before the Commissioners; Mr. Marsh and Mr. Light attended upon the part of the prosecution; the Company's Law Officers, Mr. Anstruther and M. Orme, for the defendants. After a full and mature consideration of the matter, the sitting magistrate judging the charge of perjury, which was announced as intended to be brought forward against the witnesses, Arnachella Row and Beemah Row, to be groundless, and that there was ample ground for the accusation against Roya Reddy Row and Anundah Row, fully committed them for trial.

10.—Having some days afterwards learnt that the Law Officers of the Company were carrying on a prosecution against the two aforesaid Witnesses for perjury, and apprehending that the effect of such prosecution would be to intimidate and deter the Natives (who are the only persons from whom any information regarding the numerous forgeries can be expected) from coming forward as witnesses, and conceiving that the more regular way would be to allow the defendants, Roya Reddy Row and Anundah Row, to stand their trial, and that if perjury had been committed by the aforesaid Witnesses, it would appear upon the cross-examination, and that then would be the proper time to indict them; we called a meeting of the original bonâ fide creditors of the Nabobs, meaning thereby to exclude all those who claimed under the spurious bonds that had been hawking about the streets of Madras for some years past; and at this meeting it was resolved, that Government should be addressed upon the subject, and that Messrs. Roebuck, Abbott and Parry should form a Committee for this purpose, and generally for watching over the interests of the real creditors. In pursuance of this resolution, a Letter was addressed to the Honourable Governor in Council, of which No. 4 is a copy, to which an Answer was received, No. 5. Having heard that the Advocate General had made a Report to Government, containing many misrepresentations regarding us, many reflections upon our character equally unjust and severe, and ascribing our conduct with regard to our opposition to Roya Reddy Row's claim to dishonourable and sinister motives, a second Letter was addressed, No. 6, to the Honourable Governor in Council, in order to make known to him the nature of the interest which the Law Officers had in the matters pending, and the real motives of their conduct regarding them, also to solicit a copy of the Report, that we might reply to it, and vindicate ourselves from the calumnies contained in it. To this Letter we had the mortification to receive an Answer, No. 7, expressed in terms of unmerited severity, and very wounding to our feelings.

11.—However desirous we might have been to justify ourselves to Government, we judged it advisable to wait the issue of the trial which was near approaching, and which we trusted would place our conduct and that of our calumniators in their proper light.

12.—At this time, the Solicitor for the prosecution applied to the Commissioners for the several Documents necessary for him to carry on the prosecution, by Letter, No. 8, which were refused to him as per their Answer, No. 9, in consequence of which he was obliged to file his Petition in the Supreme Court, praying that the Commissioners might be ordered to furnish the Papers required, and then it was

that

No. 3.

Fort St. George Public Cons. 23 Dec. 1808.

that a learned Judge upon the Bench animadverted upon this refusal as a scandalous and indecent impediment to public justice; upon one circumstance stated in this Letter, we must observe, that the Commissioners have made a material mistake as to the dates. The prosecution against Roya Reddy Row was commenced, and the informations sworn to, some days before any notice was given at the Public Office of the intended prosecution against Avadanum Paupiah Braminy.

13.—We proceed to state to your Lordship in Council, that the trial of Roya Reddy Row and Anundah Row came on upon the 10th November, and that after a hearing of sixteen days, and an adjournment of the Court of nine days, after the evidence had been closed on both sides, the Chief Justice summed up, and the Jury returned a verdict of Guilty against both Defendants. These two persons were convicted upon the closest evidence, notwithstanding all the open and secret influence of the Durbar exerted in their favour; notwithstanding all the aid of the Law Officers of the Company by order of Government; notwithstanding the unremitting and zealous aid of the Commissioners both in public and private. We do not mention these circumstances as at all capable of influencing a British Jury, but as conveying to the minds of the Natives, a notice that the Government of the country was interested for the Defendants. And your Lordship in Council is too well acquainted with the timid character of the natives of India, not to appreciate the influence that such a notion must have had upon those who were summoned to give evidence upon the trial; and the effect of this influence upon some of the Durbar servants, now employed by the Commissioners, was very visible to the many respectable Gentlemen who attended the trial. Upon the motion for a new trial (unprecedented in criminal cases) upon the ground of the verdict being against the evidence and *against the directions of the Judge*, as the question is to be argued shortly, and as it does not affect the merits of the question regarding the conduct of the Commissioners, we forbear to remark.

14.—We have further to state, that the three bills for indictment for perjury, preferred by the Law Officers of the Company at the recommendation of the Commissioners against the two Witnesses before-mentioned, and one other that gave evidence for the prosecution, were thrown out by the Grand Jury, and that a bill of indictment for perjury was found against Mr. John Batley, Secretary to the Nabob, who was examined as a witness for the defence; and another bill of indictment against the same Mr. John Batley and Roya Reddy Row for a fraud and conspiracy. The circumstances upon which this latter is founded having come out in the course of the trial, by which, and by his own evidence, it would appear that Mr. Batley has been concerned with Roya Reddy Row, it may here be proper to remark, for the information of your Lordship, that at the late sessions particular care was taken, and very properly by the sheriff, to select persons for the Grand Jury, who it was well known were not in anyway interested in claims on the Durbar. The number sworn in was only sixteen. A list of them is annexed to No. 10, and your Lordship will observe that fifteen are in the service of the Honourable Company. Previous however to the close of the sessions, and when the bills against Beemah Row, Arnachella Row, and Visvasao Vencatarimiah were thrown out, and those against Mr. Batley and Roya Reddy Row found by the Grand Jury, the number was reduced to fifteen, in consequence of Mr. Thackery having been ordered away on Government service.

15.—Having recited the above circumstances, as briefly as the nature of them and the importance of the object of this Memorial would admit of, we proceed to draw the inference from them; viz. that the Commissioners have not only entirely departed from that spirit of strict and rigid impartiality, which ought to characterize judges and arbitrators, but that they have also manifested so decided and determined a resolution to support this man Roya Reddy Row, at all hazards, that we can feel no confidence in their adjudication, and consequently no security for our property. We will not unnecessarily trespass upon your Lordship's time by recapitulating the grounds of this conclusion, as they sufficiently appear throughout this recital, and the accompanying Letters. However averse we may be from impeaching the characters of any gentleman, however ungracious may be the task of accusation, yet we feel it a paramount duty which we owe to ourselves and those connected with us, to state to your Lordship in council, that the Law Officers of the Company, in partnership with other persons, are very deeply interested in the fate of Roya Reddy Row, they having purchased from him, and upon his recommendation, bonds purporting to be bonds of the late Nabob to an enormous amount, and among them the identical bond, of the

No. 3.

Fort St. George Public Cons. 23 Dec. 1808.

forgery of which Roya Reddy Row now stands convicted: and as it is manifest from the whole of the conduct of the Commissioners, that they have acted by the advice of the Law Officers, and as indeed Mr. Parker upon his cross-examination upon the trial did not deny it, we may reasonably presume, that they, from selfish and interested motives, have taken pains to impress the minds of the Commissioners with the highest opinion of the probity of Roya Ready Row, and to prejudice and poison them against whatever persons should challenge his claims, or call his probity in question.

16.—We beg leave to observe, that when we stood forward in defence of the just rights of the creditors, in opposion to a multitude of fraudulent claims, founded upon the most barefaced forgeries, we considered our conduct, at least, reasonable and justifiable, if not even very praise-worthy; and well knowing the regard and reverence that the Governor in Council feels for public and private justice, we can only ascribe the severity of the Chief Secretary's Letter to the effect of those malicious aspersions and wilful misrepresentations which have been so studiously and systematically thrown out, and persisted in, against our character and conduct.

17.—We perceived, long since, the fatal effects of this delusion in the Commissioners, but we forbore to notice it to our own Government, or to your Lordship in Council, in the hope and firm persuasion, that the circumstances that would come out upon the trial, and the event of it, would open their eyes and dissipate their infatuation, both with respect to the accusers and accused; but we are concerned to hear, that they are as bigotted as ever to their opinion of the integrity of Roya Reddy Row, and they manifest it by the countenance they continue to shew him: we have likewise heard, though we cannot pretend to vouch for the truth of it, that the Commissioners have written a Letter to Government animadverting upon the verdict of the jury, and upon the finding of the bills of indictment by the Grand Jury against Mr. John Batley and Roya Reddy Row, and that they have recommended that these persons be defended by the Law Officers of the Company.

18.—Although these recommendations do come in fact from the Commissioners to Government, yet we are entirely convinced, from all the circumstances before recited, that the suggestions come originally from the Law Officers of the Company to the Commissoners.

19.—The intention of the Legislature in providing that civil servants of the Bengal Presidency should be appointed Commissioners for investigating the Debts, was, that they might be entirely free from all personal interest, and from all prejudice in favour of the parties interested, that might arise from long habits of acquaintance and friendship; but since these gentlemen have delivered themselves up to the Law Officers and their associates, and resigned that judgment which they are bound to exercise in their own responsibility to interested advisers, the intention of the Legislature in this provision is entirely defeated, and the Fund set apart for the benefit of the real creditors may be sacrificed to this society of speculators in forged bonds and fraudulent claims; and although we are willing to admit that the Commissioners are acting under a delusion, yet as this delusion will in its effects be fatal to our interests, and those of all the real creditors of the Nabobs, we think it a duty we owe to ourselves to protest against their acts, and we have accordingly served the Commissioners with a Protest, copy of which, N° 11, we have the honour to submit to your Lordship in Council.

20.—And we hereby pray that your Lordship in Council, in consideration of the circumstances hereinbefore recited, will be pleased to exercise the authority vested in you by Act of Parliament, and remove the present Commissioners and appoint others in their place more competent to fulfil the intentions of the Legislature, by a strict and impartial discharge of the delicate trust reposed in them.

21.—And we further beg leave to submit to your consideration, whether we ought not to be reimbursed all the expenses of these prosecutions, agreeably to the provision by the 31st Article of the Deed of Covenants; for although but few have stepped forward to defend their property, and although all the trouble, anxiety, and expense attending these prosecutions have hitherto fallen on us, yet all the real creditors, public and private, will benefit by them equally with us.

We have, &c.

Madras,
5th January 1809.

(Signed) Thomas Parry,
William Abbott,
R. A. Maitland.

No. 3.

To W. Parker, S. T. Goad, H. Russell, Esqrs. Commissioners for investigating the Debts of their Highnesses the late Nabobs of the Carnatic.

Fort St. George Public Cons. 23Dec.1808.

Gentlemen,

INFORMATION having been laid before His Majesty's Justices of the Peace, charging Roya Reddy Row and Anunda Row with forging a certain Persian Paper or Bond, purporting to be bond of the late Omdut ul Omrah, the late Nabob of the Carnatic, in favour of Gopaul Row, for the sum of Pagodas 38,500, with the intent to defraud the Honourable East India Company and the creditors of the late Nabobs of the Carnartic, Wallajah and Omdut ul Omrah, and the Ameer, which bond has been claimed before you by Roya Reddy Row, as assignee of Gopaul Row, as by your public advertisement appears; I am directed by the sitting magistrate to request you will transmit the said bond to the Public Office, for the due investigation of the charge respecting it.

Public Office,
26th July 1808.

I have, &c.
(Signed) A. Flower, Clerk to the Justices.

To His Majesty's Justices of the Peace for the Town of Madras.

Gentlemen,

WE beg leave to acknowledge the receipt of a Letter from the Clerk to the Justices, under date the 25th instant, containing an application to be put in possession of a bond in the name of Gopaul Row for 38,500 Pagodas, with the forgery of which Roya Reddy Row has been charged before the Justices.

We apprehend that this charge is preferred by Avadaunum Paupiah, and is attempted to be supported by the tesimony of Bheema Row and Arnachella Row.

The same charge has been recently advanced before us, for the purpose of invalidating the claim which Reddy Row makes on this bond as the assignee of Gopaul Row, and after a very minute and tedious investigation, it has not only appeared to us that the accusation is not established, but it has originated in a conspiracy, headed by Avadaunum Paupiah, and that several of the witnesses brought by him to support the charge have been guilty of perjury. We have accordingly thought it proper to submit a recommendation to the Honourable the Governor in Council, that the Law Officers of Government be requested to inspect our Proceedings, with a view to the institution of a prosecution against Avadaunum Paupiah and others for conspiracy and perjury. To this we may add, that the witnesses, Bheema Row and Arnachella Row, have declared on oath before us, that they are unable to read or write the Persian character, and of course are not entitled to belief, if they pretend to recognize the bond alleged to have been forged by Reddy Row.

To shew with what extreme caution every charge originating with Avadaunum Paupiah deserves to be received, it may also be important to state, that a prosecution for forgery is at this moment about to be commenced against Avadaunum Paupiah himself by the orders of Government.

Should you after receiving this information, think that the charge against Reddy Row, of having forged a bond in the name of Gopaul Row, merits further attention, a member of our Commission will bring the bond in question to your office on any day, and at any hour you may appoint, for the purpose of enabling the witnesses who have sworn it to be a forgery to inspect it, and to indentify it if they are able so to do.

We are, &c.
(Signed) H. Parker,
S. T. Goad,
H. Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 26th July 1808.

To Wm Parker, S. T. Goad, Hy Russell, Esqs. Commissioners for investigating the Debts of their Highnesses the late Nabobs of the Carnatic.

Gentlemen,

I AM directed by the Sitting Magistrate to acknowledge the receipt of your Letter of this date, and to acquaint you in reply, that as he can only act upon information taken upon oath before himself, he must repeat his request to have the bond in question produced at the Public Office at nine o'clock to-morrow morning; I am also directed to remark, that it would tend much to expedite and facilitate the enquiry, if

No. 3.

Fort St. George Public Cons. 23Dec.1808.

if you would at the same time send down all the depositions relative to the said bond.

I have, &c.
(Signed) A. Flower,
Clerk to the Justices.

Madras,
26th July 1808.

[Here follow the Letter from Messrs. Roebuck, Parry and Abbott, dated 20th August 1808, to the Governor in Council at Fort St. George; the Answer to the same, dated 17th September 1808; the Reply of Messrs. Roebuck, Parry and Maitland, dated 26th September 1808, and the Answer to ditto, dated 5th October 1808; copies of which Documents are given in return to the first Order of the honourable House of the 21st February 1811.]

Wm Parker, S. T. Goad, H. Russell, Commissioners for investigating the Debts of the late Nabobs.

Gentlemen,

It may be necessary in the prosecution by Paupiah against Reddy Row and Anunda Row, that I should have copies of the Proceedings before me in respect of Roya Reddy Row's claim against the Nabob, as assignee of Gopaul Row. You will therefore have the goodness to furnish me with them, or I will thank you to inform me of your refusing to do so.

I am, &c.
14th September 1808. (Signed) William Light.

To Mr. William Light.

Sir,

We beg leave to acknowledge the receipt of your Letter of the 14th instant.

Having publicly recorded our opinion that the charge of forgery lodged by Paupiah against Reddy Row and Anunda Row, is malicious and false, and having in consequence recommended the adoption of legal measures against the author and abettors of that charge, we do not think it our duty voluntarily to afford any facility to Paupiah, either by the production of Papers or otherwise, in respect to the prosecution which he, in his turn, has instituted in the same matter against Reddy Row and Anunda Row.

We must therefore decline furnishing you, on your mere application, with any Papers in furtherance of the prosecution against Reddy Row and Anunda Row; but should the Proceedings mentioned in your Letter be legally demanded from us, you will of course know what means to employ to obtain them.

We are, &c.
(Signed) W. Parker,
S. T. Goad.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 15th Sep. 1808.

Names of the Grand Jury for the Sessions of Oyer and Terminer, holden at Madras on the 31st October.

Andrew Scott, Esq.—Foreman.

J. H. D. Ogilvie,
Francis A. Grant,
Wm Thackeray,
George Shackery,
John Henry Peile,
Joseph Dacre,
James Munro,
Cha^{s} Wynox,
Arthur Brooke,
Ja^{s} Taylor,
George Moore,
Wm Wayle,
Ja^{s} Babington,
Fred^{k} H. Bruce,
George Hay.

To Wm Parker, S. T. Goad, Hy Russell, Esqrs. Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

We, the undersigned creditors of the late Nabob of the Carnatic, do hereby protest against your proceeding to any further investigation of claims preferred before you as Commissioners under the late Act of Parliament.

As we conceive it to be the policy and object of the Act to constitute persons appointed to execute that office, as equal and impartial arbitrators upon the subjects referred to their decision; and as we conceive that you have not in the discharge of your duty preserved that character of impartiality, we feel it a duty to ourselves to give

give you notice that we shall not consider ourselves bound by your decisions; and we proceed to state the grounds of this our determination.

No. 3.

Fort St George. Public Cons. 23 Dec. 1808.

First.—Because great partiality was shewn by you in the impediments studiously thrown in the way of the opposition to the bond claimed by Roya Reddy Row, assignee of Gopaul Row, which the recent verdict of a Jury has established to be a forgrey. We advert chiefly to the uniform reluctance with which the objections to that claim were received in the first stage of the enquiry; and subsequently, to the refusal of Papers and other evidence which they were applied for by the Solicitor for the prosecution instituted against Reddy Row, a refusal which was publicly stigmatized by a learned Judge upon the bench in the Supreme Court, as a scandalous and indecent impediment to public justice.

Secondly.—We cannot but feel alarmed, that our property should be adjudicated by Gentlemen, who have shewn themselves so decidedly averse from that minute and jealous spirit of enquiry into suspected claims, which the Legislature seems anxious to encourage, and certainly did not intend that the Commissioners should repress and discountenance.

Thirdly.—We have noticed with a surprise, which, from the indignant comment of the whole community, we find not peculiar to ourselves, the Commissioners attending the defendants, Roya Reddy Row and Anunda Row on their trial, as their assistants and advisers, with the zeal rather of attornies and solicitors, than the cool and impartial demeanor to be expected from persons to whom so nice and delicate a function was committed.

Fourthly.—The result of the trial having established the guilt of Roya Reddy Row, by a test which no Englishman who reveres the law and constitution can refuse to acknowledge, and by which he is for ever rendered infamous and incompetent to give his testimony in a Court of Justice, we have heard with astonishment and alarm, that you still continue your confidence in him; and as it is universally believed that this man has committed forgeries to a very considerable amount, besides the one of which he stands convicted, that he is moreover interested in others which he has engaged to support upon their investigation, and that he has taken advantage of his situation at the Durbar to bring upon the Dufters other forged bonds or doubtful claims, we cannot but apprehend the most serious danger to our property, when we see such a man enjoying your confidence and protection.

Fifthly.—Because it is manifest from the whole of your conduct regarding the opposition of Roya Reddy Row's claim, and particularly from the cross-examination of Mr. Parker upon the trial, and the measures you have taken subsequently thereto, that you have acted by the advice of Mr. Anstruther and Mr. Orme, from whom we cannot reasonably expect that you should receive pure and unbiassed counsel, as they are known to be deeply interested in the fate of Roya Reddy Row, they having, in partnership with others, purchased from him and through his means, bonds, purporting to be Nabobs' bonds, to an enormous amount, and among them the identical bond of the forgery of which Roya Reddy Row now stands convicted.

We shall submit a copy of this Protest to the Right hon. the Governor General in Council, and eventually to the Court of Directors, and to Parliament.

(Signed) Tho^{s} Parry,
W^{m} Abbott,
R. A. Maitland.

Madras,
5th Jan. 1809.

Extract of Fort St. George Public Consultations, 8th February 1809.

Ibid, 8 Feb. 1809.

READ the following Letters from the Commissioners for investigating the Carnatic Claims.

To G. Buchan, Esq. Chief Secretary to Government, Fort St. George.

Sir,

1.—We are concerned to state to you, for the information of the Honourable the Governor in Council, that on the 2^{d} instant a verdict of Guilty, accompanied by a recommendation to mercy, was pronounced in the Supreme Court against Mr Batley on his trial for perjury on the prosecution as avowed in Court by their own advocate, of Messrs. Roebuck, Parry, Abbott and Maitland, in which he had at our suggestion been defended by the Law Officers of Government.

2.—It having been some time ago announced that a Special Jury would be summoned on the occasion of Mr. Batley's trial, we were induced to hope that their verdict would satisfactorily establish the validity or invalidity of the grounds on which

No. 3.

Fort St. George Public Cons. 8 Feb. 1809.

the prosecution had been instituted. But, with every degree of deference for the verdict of a Special Jury, we have no hesitation in avowing that in the present instance the evidence adduced on the trial of Mr. Batley has not, in any degree, had the effect of altering our opinion on the merits of the case, or of impairing the strength of our conviction that both Mr. Batley and Reddy Row are intirely innocent of the charges on which they were indicted.

3.—We might perhaps, under any circumstances, have deemed it proper to avow this opinion; but, in the present instance, it is peculiarly satisfactory to us to be able to corroborate our own sentiments by those of the Chief Justice himself. In addressing the Jury on the recent trial, the tendency of the charge of the Chief Justice was strongly in favour of the acquittal of Mr. Batley; and in publicly delivering the decision of the Court this day, he announced his resolution to decline entering up judgment against the defendants on either of the indictments, and to submit the two verdicts, with his own reports and observations on the respective trials, to the wisdom and consideration of the King.

4.—Since the conclusion of Mr. Batley's trial, a Letter has been addressed to us by Messrs. Parry, Abbott and Maitland, of which we have the honour to enclose a Copy, requesting us to furnish them with copies of certain Papers, and containing an obscure and indefinite expression of their intention to proceed to the institution of further prosecutions, the objects of which are not mentioned by them, nor can easily be conjectured by us; and in the course of proceedings in Court this day, a menace was distinctly and unreservedly uttered by the Advocate for the prosecution on the late trials, that if the Commissioners in India should, under the verdicts which had been recently pronounced, make to the Commissioners in England a favourable report of the authenticity of the bond claimed by Reddy Row, he would himself render them the object of a criminal prosecution.

5.—The effects of the trials which have already taken place have been of a tendency to impede, in a most essential degree, the discharge of our public functions; and from the institution of the further prosecutions which have been threatened, or from the adoption of any other measures calculated to oppose our proceedings, we can contemplate no other result than the complete and effectual obstruction of our official duties.

6.—Under these circumstances, we feel ourselves reduced to the indispensable necessity of distinctly and unreservedly stating to the Honourable the Governor in Council that, unless measures are adopted by Government to relieve us from the embarrassment to which we have been reduced by the persons who have avowed themselves the prosecutors on the late trials, it will be utterly impracticable for us to proceed with any immediate effect or with any prospect of ultimate success in the discharge of the duties which have been confided to us. We are prepared to make every exertion that may be in our power, and to do every thing we can towards the promotion of the public interests; but we feel that our exertions alone can be of no avail, and that, without the aid of Government in this emergency, all our endeavours to discharge the functions of our office must be rendered nugatory and abortive.

We have the honour to be, &c.

(Signed) W. Parker,
S. T. Goad,
H. Russell.

Office of Commissioners for investgating the Carnatic Debts, 6th February 1809.

To W. Parker, S. T. Goad, H. Russell, Esquires, Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Gentlemen,

As it appears from the examination of Mr. Tulloh in the Supreme Court of Judicature on Monday the 23d January, and from the examination of Mr. Goad upon the trial of Mr. John Batley, that Roya Reddy Row has committed wilful and corrupt perjury, in swearing that the bond purporting to be a bond of Omdut ul Omrah, in favour of Gopaul Row, for 38,500 Pagodas, was his property; and as it is established by the result of two trials that Anunda Row has committed wilful and corrupt perjury, in swearing that he was in the service of the Durbar at the time that the aforesaid bond bears date; and as it appears that Sundera Row and Rungah Row have given evidence upon the trial differing from their informations before you, we request that you will furnish us with certified copies of the Informations sworn to before you by the aforesaid Roya Reddy Row, Anunda Row, Sundera Row, and Rungah Row, or that you will allow our solicitor, Mr. W. Light, to take

 notarial

No. 3.

Fort St. George Public Cons. 8 Feb. 1809.

notarial copies of the same, as it is our intention to prefer bills of indictment against the person or persons who shall appear to have been the suborner or suborners of these perjuries, or who has or have otherwise conspired to aid and abet the cheat attempted against the public and private creditors of the Nabobs of the Carnatic, by means of the aforesaid forged bond in favour of Gopaul Row.

We request you will be pleased to favour us with an early answer to this application.

We are, &c.

(Signed) T. Parry,
W. Abbott,
R. H. Maitland.

Fort St. George,
3d February 1809.

To the Chief Secretary to Government, Fort St. George.

Sir,

As a confirmation of the representation made to Government in our Letter of this date, of the embarrassed state to which we are reduced by the course of opposition which we have lately experienced, and as a further proof of the indispensable necessity which exists for the adoption of some decisive measures by Government, to support us in the discharge of our official duties, we beg leave to enclose to you, for the notice of the Honourable the Governor in Council, copies of a Correspondence which has this day taken place between us and three of the persons who have been most openly engaged in opposition to our proceedings. The second of the two Letters from those persons, which we now transmit, has been just received by us.

We have, &c.

(Signed) W. Parker,
S. T. Goad,
H. Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 7th Feb. 1809.

To W. Parker, S. T. Goad, H. Russell, Esquires, Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Gentlemen,

In consequence of a communication made to us this day by M. Rt Scawen, we now beg leave to apply to you for copies of the whole of the Information taken by you in the several investigations of Reddy Row's claim.

We are, &c.

(Signed) T. Parry,
W. Abbott,
R. A. Maitland.

Madras,
6th February 1809.

To Messrs. Parry, Abbott, and Maitland.

Gentlemen,

We have received your Letter of yesterday's date; on consideration, we do not think it incumbent on us to furnish you with any further Papers relative to the claim of Roya Reddy Row, and must therefore decline to comply with your application.

We are, &c.

(Signed) W. Parker,
S. T. Goad,
H. Russell.

Office of Commissioners,
for investigating the Carnatic Debts,
Fort St. George, 7th Feb. 1809.

To William Parker, S. T. Goad, H. Russell, Esquires, Commissioners for investigating the Debts of the Nabobs of the Carnatic.

Gentlemen,

We have received your Letter of this date, refusing us copies of the Informations which we had applied for, regarding the claim of Roya Reddy Row.

In consequence, we beg to inform you, that if you persist to refuse us the copies of Papers which we think necessary to enable us to bring to justice all the persons that have aided and abetted the infamous fraud that has lately been the subject of judicial enquiry, we are advised by our Council to move for a criminal information against you in the Supreme Court of Judicature, which we shall accordingly do to-morrow.

We are, &c.

(Signed) Thomas Parry,
W. Abbott,
R. A. Maitland.

Madras,
7th February 1809.

No. 3.

Fort St. George Public Cons. 8 Feb. 1809.

To Messrs. Parry, Abbott, and Maitland.

Gentlemen,

We have received your Letter of this date, and think it proper to repeat our answer to your former application, that we do not feel it incumbent on us to furnish you with any further Papers.

We are, &c.

(Signed) W. Parker,
S. T. Goad,
H. Russell.

Office for investigating the Carnatic Debts,
Fort St. George, 7th Feb. 1809.

Ibid, 21Feb.1809.

Extract Fort St. George Public Consultations, 21st February 1809.

READ the following Letter from the Commissioners for investigating the Carnatic Debts.

To the Chief Secretary to Government.

Sir,

When his Highness the Nabob Azeem ud Dowla Bahadur transmitted to us the Records of the reigns of their late Highnesses the Nabobs Wallajah and Omdut ul Omrah, his Highness directed three of his principal officers, Rajah Khoobehund, Meer Moonshee, Roy Reddy Row, Peishkar, and Roy Termull Row, Serishtadar, to attend upon us, and to assist us in our researches into the Records for information relative to claims preferred before us.

Soon after commencing upon the duties of our office, we found it necessary to avail ourselves of the services of several of the inferior officers of the Durbar, who served under the Nabobs Wallajah and Omdut ul Omrah, and who are now retained in the service of his present Highness at very reduced allowances, more from motives of benevolence than from any services which his Highness finds it necessary to require from them.

His Highness, with the utmost readiness, directed them to attend upon us, and we have derived very considerable assistance from them.

As the very great mass of Records, in a state of much confusion, which has been put into our possession, renders it necessary to employ for each department of the Records the several inferior officers attached to that particular department; and as we consider it to be expedient that all the Durbar servants who habitually attend at our Office, should be remunerated for the services which they afford us, as well on the score of justice, as for the purpose of securing their independence, and of liberating them in some degree from the state of embarrassment to which they are reduced, we are induced to recommend that a monthly allowance be made to each of them by Government.

The inclosed is a List of the names of such of the Durbar officers as are now employed by us, with a specification of the salaries allowed to them by the late Nabob Omdut-ul Omrah, of those now paid to them by his Highness the Nabob Azeem ud Dowla, and of those which we would propose to be conferred on them by Government from 1st January last, subject to be discontinued, whenever the parties shall cease, from any cause, to be employed by us.

In the instance of most of the officers, it has appeared to us, that at least double the amount of the allowance which they now receive from his Highness the Nabob is necessary to relieve them from the distressed condition in which they are at present placed, and to which they have strongly solicited our attention.

Where we have recommended less than is now allowed by the Nabob, we have explained the reasons of our conduct in the remarks annexed to the enclosed Statement; and, from considerations of delicacy to the Nabob, we have forborne, in any case, to propose a larger allowance from Government than is granted by him.

From the proposed arrangement, under the peculiar circumstances in which he is now placed, we would, for the present, except Roy Reddy Row and Rajah Khoobehund, mentioned in the first paragraph of this Letter, to be one of the three principal officers originally appointed to attend us by the Nabob, being at present in the receipt of a handsome allowance, and not attending at our Office, except when sent for on particular occasions; we also think it proper to exclude him from the proposed arrangement.

Should the proposition, which we now submit, receive the approbation of the Honourable the Governor in Council, we would desire to discharge four of the officers already entertained by us, namely, a Malabar, a Telinga, a Marhatta, and a Guzerattee

No. 3.

Fort St. George Public Cons. 21 Feb. 1809.

Guzerattee Moonshee, whose joint salaries amount to 34 Pagodas per mensem, by which means the actual increase of monthly charge for our Establishment will amount to only Star Pagodas 44. 24 Fanams.

We beg leave further to request, that you will acquaint the Honourable the Governor in Council, that previously to determining upon submitting the present arrangement for the consideration of Government, we requested Mr. Batley to represent to his Highness the Nabob, our opinion, that the officers whose attendance upon us he had been pleased to direct, were entitled to some remuneration for their services in our Office, and with his Highnesses's assent, we would transmit a representation to Government on the subject.

Mr. Batley has informed us, that his Highness has signified his entire assent to the proposition, provided it be not considered to render his officers in any degree independent of his authority; and we have requested Mr. Batley to assure his Highness, that the proposed arrangement will not be suffered to interfere in the smallest degree with his Highness's authority over his own officers.

We have, &c. &c.
(Signed) W. Parker,
S. T. Goad,
H^r Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 10th Feb. 1809.

LIST of Durbar Officers employed in the Office of the Commissioners for investigating the Carnatic Debts; comprehending a Statement of the Allowances received by them from the late Nabobs, those now paid to them by his Highness the present Nabob, and those recommended to be conferred on them by Government.

Names of Officers.	Amount of former Allowances.	Amount of present Allowances.	Amount recommended to be allowed by Government.	REMARKS.
Tismal Row	Pagodas 100	Rupees 80	Rupees 80	* Buxshee Rungarow received only 40 Rupees per mensem from either of the late Nabobs; but his father, who was entertained in the same Office at the same time with him, received 120 Rupees per mensem; when his father died, in the reign of the present Nabob, Buxshee Row was promoted to his situation on a salary of 80 Rupees per mensem; with reference to this circumstance, and in order to secure his willing services, which are important, an addition of 20 Rupees per mensem is now recommended. The allowances of these two Buxshees do not appear to have been reducedby the present Nabob; but it is thought that their exclusion from this proposed arrangement might render them jealous and reluctant to attend at our Office, and the addition of ten Rupees per mensem to each is accordingly recommended.
Chinna Reddy Row	D° 50	D° 40	D° 40	
Narrain Row	Rupees 80	D° 20	D° 20	
Buxshee Ram Row	Pagodas 20	D° 30	D° 30	
D° Trimul Row	Rupees 40	D° 10	D° 10	
D° Muchbood Roy	D° 35	D° 15	D° 15	
* D° Rung Row	D° 40	D° 80	D° 20	
D° Soondur Row	D° 100	D° 20	D° 20	
D° Rung Row	D° 100	D° 20	D° 20	
D° Chooramaun	D° 20	D° 20	D° 10	
D° Vencata Row	D° 15	D° 15	D° 10	
			Rupees 275	
			or Pag^s 78 24	

(Signed) W^m Parker,
S. T. Goad,
H^r Russell.

The President proposes, that Letters agreeably to the following drafts be dispatched to the Accountant General and Civil Auditor, and to the Commissioners appointed for investigating the Carnatic Claims.

To the Accountant General and Civil Auditor.

Sir,

I AM directed by the Honourable the Governor in Council to enclose a Statement of allowances which it has been judged proper to grant to some of the Durbar officers

No. 3.

officers who are employed in the office of the Commissioners appointed for the investigation of the Carnatic Claims.

Fort St. George Public Cons. 21 Feb. 1809.

I have, &c. &c.
(Signed) *G. Buchan,*
Chief Secretary to Government.

Fort St. George,
21st February 1809.

To the Commissioners appointed for investigating the Carnatic Claims.

Gentlemen,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 10th instant, and to acquaint you, that the Governor in Council entirely approves and confirms the allowances which you have proposed to grant to the Durbar officers employed in facilitating the object of your investigation.

I have, &c.
(Signed) *G. Buchan,*
Chief Secretary to Government.

Fort St. George,
21st February 1809.

Ibid. 24 Feb. 1809.

Extract of Fort St. George Public Consultations, the 24th February 1809.

RECEIVED the following Letter.

To the Chief Secretary to Government.

Sir,

WE have the honour to communicate to you, for the information of the Honourable the Governor in Council, a copy of a Letter which we have received under the signature of the Members of ten of the houses of business at this Presidency, on the subject of the claims which have been preferred to a participation on the Carnatic Fund, together with a copy of our Answer to the Letter in question.

We have the honour to be, &c. &c.
(Signed) W. Parker,
S. T. Goad,
H. Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 22d Feb. 1809.

William Parker, S. T. Goad, Henry Russell, Esqrs. Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Gentlemen,

Par. 1.—WE, the undersigned claimants or representatives of claimants upon the Fund appropriated for the payment of the Carnatic debts, beg leave to express our regret that you should have of late experienced so many difficulties in the execution of the arduous and important duty confided to you by the Governor General in Council.

2.—With respect to the late public discussions connected with the subject of your enquiries, we, as individuals, do not feel that we should be warranted in declaring any opinion, the more especially as the discussion of these questions is now withdrawn to a higher tribunal, above the reach of all the passions and interests of this confined community. But we beg to assure you, gentlemen, that we have a perfect confidence in your discharging with integrity and ability, all the duties of your important office.

3.—We therefore trust that you will not deem it presuming in us to call your attention to the immense magnitude of the claims which have been preferred, and to state to you, that it has excited a very great alarm in the minds of persons here really interested in the Fund, and that those apprehensions must be still greater in claimants who are in Europe or at a distance. And understanding that a considerable proportion of these claims is spurious, we beg leave to represent, that in our opinion the real interest of all parties seems to require, that if it be practicable with facility and expedition, these fictitious claims should be immediately ascertained and expunged from the list. The claims to which we allude arise from bonds, said to have been granted by the Nabobs Wallajah and Omdut ul Omrah, for the proof of the validity of which the claimants state they can only refer to the Dufters; and of bonds of this description, we presume a vast amount will be found without any document or correspondent entry in the Dufters to support them. Indeed, this has been already proved in similar claims, by the result of your own investigation.

4.—We therefore submit for your consideration, the expediency of immediately proceeding to advertize for investigation, and eventually for the exclusion of all such

No. 3.

Fort St. George, Public Cons. 24 Feb. 1809.

bonds as shall be found unsupported by the Dufters. If such a course is practicable and is pursued, we have no doubt but it would have the happiest effect in removing the alarm now existing, and might tend to dispel the suspicions now attached to the servants of the Durbar.

We have the honour to be, &c.

(Signed) Harington, &c. F. Lautour & Co.
Colt, Hart & Weston, S. H. Greig,
Adrian De Fries & Co. T. De Mello,
Sature and De Monte, J. Tulloh, } Assignees of Messrs.
Madras, S. M. Moorat, G. M. Knox, } Tulloh & Co. and
18th Jan. 1809. Binny & Dennison, Trustees for their Creditors.

To Messrs. Harington and Co. Colt, Hart and Weston, Adrian De Fries and Co. Sature and De Monte, S. M. Moorat, Binny and Dennison, F. Lautour and Co. S. H. Greig, Tho' De Mello, J. Tulloh, and G. M. Knox.

Gentlemen,

1.—We have had the honour to receive yonr Letter dated the 18th instant.

2.—It is satisfactory to us to know that the difficulties which we have experienced in the execution of our duty have excited your regret, and we are gratified by the expression of your confidence in our dispositions to render an efficient and honourable discharge of the trust reposed in us.

3.—We readily enter into the feelings with which you contemplate the magnitude of the claims that have been preferred to a participation in the Carnatic Fund, and we feel with you an anxious desire that the Fund should be relieved, and the apprehensions of the just claimants removed, by an early detection and exposure of the many spurious demands which are supposed, with every appearance of reason, to have been advanced.

4.—We are of opinion, however, that it would not be proper expressly to pledge ourselves to the observance of any particular course in our future proceedings which shall not be consistent with the rules prescribed for our guidance in the Deed of Agreement, and with the Instructions which have been transmitted to us by the Commissioners in England, but compatibly with these, we request you to be assured that we shall be happy to conduce, by every means in our power, to the accomplishment of the wish communicated in the 3d and 4th paragraphs of your Letter, and to the attainment of every other public object which shall appear to be desired by the creditors at large.

We have the honour to be, Gentlemen,
Your most obedient servants,

Office of Commissioners (Signed) Wm. Parker,
for investigating the Carnatic Debts, S. T. Goad,
Fort St. George, 22d Feb. 1809. Henry Russell.

Sent the following Letter to the Commissioners appointed for the investigation of the Carnatic Claims.

Gentlemen,

Par. 1.—I am directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 22d instant, with the Papers accompanying it.

2.—The Governor in Council considers the testimony conveyed in the Letter addressed to you by the principal mercantile houses of this place to be highly satisfactory and creditable, from the respectability of the names affixed to it; and the Governor in Council has, under this impression, thought it proper to lay the Paper before the Right honourable the Governor General in Council.

I have the honour to be, &c. &c.

Fort St. George, (Signed) *G. Buchan*,
24th February 1809. Chief Secretary to Government.

No. 3.

Fort St. George, Public Cons. 3 Mar. 1809.

Extract of Fort St. George Public Consultations, the 3rd March 1809.

READ the following Letter from Messrs. Thomas Parry, William Abbott, and R. A. Maitland.

To the Chief Secretary to Government.

Sir,

We request the Honourable the Governor in Council will be pleased to forward the accompanying Address to the Right honourable the Governor General in Council as speedily as possible.

We have the honour to be, &c. &c.
(Signed) Tho^{s} Parry,
Wm Abbott,
R. A. Maitland.

Madras,
1st March 1809.

To the Right honourable Lord Minto, Governor General in Council, Fort William.

My Lord,

Par. 1.—When we had the honour to address your Lordship on the 5th ultimo, we wished to believe that the dangerous partiality which the Commissioners appointed for the investigation of the debts of the late Nabobs of the Carnatic had manifested in the discharge of the duties of their office, was occasioned by false and insidious imputations thrown out by artful and interested persons against our characters, and who had misrepresented the motives which influenced our conduct.

2.—Circumstances are since that time greatly altered: another conviction has taken place, which most completely confirms the verdict against Reddy Row and Anunda Row; and the motions for a new trial, and in arrest of judgment, have both been abandoned by the Counsel for the Defendants, who have thereby fully admitted the justice of the verdict pronounced against them.

3.—It was proved in Court, at the trial of Mr. Batley, as we have already stated to your Lordship, that the bond in question for 38,500 Pagodas, in the name of Gopaul Row, was in part the property of Mr. Anstruther, the Company's Advocate, and who defended Roya Reddy Row and Anunda Row by order of Government. It had also been proved on the trial of Reddy Row and Anunda Row, that the bond had ceased to be the property of Reddy Row, long anterior to his preferring his claim before the Commissioners; and as both these proofs were given in the hearing of one or other of the Commissioners, it must be manifest to them, although they may not be inclined to respect the verdicts of two Juries, that Reddy Row has committed perjury in having claimed before them a bond as his property, in which his interest had ceased.

4.—In undertaking the troublesome, anxious, and expensive task, of bringing to light by means of prosecutions at law, the band of cheats, forgers, perjurers and suborners of perjury, we considered that the interests of the fair creditors of the Nabobs, and the still greater interests of public justice, morality and virtue, would be best served by prosecuting the heads and chiefs of these delinquents, instead of the inferior and subaltern agents.

5.—In the course of Mr. Batley's trial, we had in complete proof (what we always were convinced was the fact) that other persons, persons in the character of Gentlemen, some of them enjoying high and lucrative employments under Government, persons, who from all and every one of these considerations, ought to have been out of the reach even of suspicion, were the actual proprietors of the bond in the name of Gopaul Row, and claimed by Reddy Row, and we resolved, if possible, to strike at the root of this system of fraud and iniquity, and by a great and signal example, prove to the natives of this country, the enormity of the crimes of forgery and perjury, and that they are punishable by our laws.

6.—For this purpose, we addressed a Letter to the Commissioners, a copy of which, No. 1, we have the honour to transmit herewith, requesting copies of certain Informations taken by them in the investigation of Reddy Row's claim. Their answer, No. 2, will shew your Lordship the respect they then professed to entertain for the verdict of the Special Jury, by whom Mr. Batley had been tried and found guilty, and the readiness with which they acceded to our request. Finding afterwards that we should require all the proceedings had before them on that claim, we applied for them as per copy of our Letter No. 3.

7.—It appears, in the interval between the 3rd and 6th instant, or rather on the 6th for

No. 3.

Fort St. George Public Cons. 3 Mar. 1809.

for on the morning of that day we received Papers from the Commissioners' Office, that a new light had been imparted to these gentlemen; perhaps from communications with their legal advisers, or from the decision of the Chief Justice not to commit, or pass judgment on any of the convicts, but to leave them at large upon their recognizances, until His Majesty's pleasure shall be known to their cases, as well Roya Reddy Row and Anunda Row, who were not recommended to mercy by the Jury, as Mr. Batley, who was recommended on account of his former good character, and notwithstanding the verdict of the Special Jury who tried the latter, fully confirmed the verdict of the Jury who tried the former.

8.—In consequence of this sudden change in the sentiments of the Commissioners, they resolved to revoke the permission at first granted, and wrote to us the Letter No. 4, and the Letter and Answers, Nos. 5 and 6, followed.

9.—We have applied to the Supreme Court for a Mandamus to compel the Commissioners to produce the Papers required, and a rule has been granted to shew cause why it should not issue.

10.—In the meantime, we prefer this to your Lordship as an additional charge against the Commissioners; for, as before we objected to them on account of incompetency, manifested in allowing themselves to be led by mercenary advisers, we now charge them direct with wilful partiality, in endeavouring to screen from justice persons who, it is probable, were implicated in the utterance of a forged bond.

11.—In communicating to your Lordship the measures of the Chief Justice, it is not our intention here to call in question the wisdom and justice of them.

12.—But, my Lord, we may be allowed to state facts which have been the consequences of these measures.

13.—Guilt, my Lord, marches triumphant through the streets of Madras. The convict Roya Reddy Row, agreeably to the custom of the Country, upon occasions of rejoicing, distributes to all his relations, friends, and acquaintances, tokens of his joy and triumph; he publishes abroad that he has nothing to fear from our Courts of Justice, and that his bond, notwithstanding the verdicts of two Juries have stamped it a forgery, will yet be passed as a good and fair claim.

14.—These, my Lord, no doubt are the weak and absurd effusions of a man elated with success, in having unexpectedly escaped punishment for the crime of which he had been found guilty, and who ascribes to power, favour, and interest, every success gained in a Court of Justice. But the report is industriously circulated through the Settlement, and obtains general credit amongst the Natives; they cannot divine the motives for allowing these persons to go at large free from all punishment; they only know that long trials have been held, that convictions have followed, but no punishment; not even disgrace, since Reddy Row still attends the Office of the Commissioners.

15.—Indeed, my Lord, they have beheld a more extraordinary occurrence than this; they have since seen punishment inflicted on those who are supposed to have been instrumental in bringing him to conviction.

16.—The pernicious tendency of leaving a man at large of the description of Reddy Row, cannot be more forcibly shewn than it is evinced in the shameful transaction, some particulars of which we shall now proceed to state to your Lordship.

17.—Your Lordship has already been informed, that a bill of indictment was found at the last sessions against Mr. Batley and Reddy Row, for a fraud and conspiracy.

18.—The prosecution was instituted in the name of Venaigum Moodelly, to whom a bond of 15,500 Pagodas, purporting to be a bond granted by the late Nabob of the Carnatic, payable to the said Venaigum Moodelly, was given in satisfaction of a debt due by Reddy Row to the said Venaigum Moodelly, and which bond, he had been assured by Mr. Batley, was a good bond.

19.—Some time after the death of the late Nabob, a process from the Supreme Court was issued out against Reddy Row, at the suit of Venaigum Moodelly, for the balance due to him. Reddy Row confined himself to his house upwards of twenty-two months, and at the expiration of that time tendered the above-mentioned bond to Venaigum, although he had repeatedly before declared that he had no bonds or securities from the Nabob, and that all his claims were unadjusted at the time of the Nabob's death.

20.—The bond in question was written by Anunda Row, and from what came out upon his trial and that of Reddy Row, there was not a doubt of its being a forgery.

No. 3.

Fort St. George Public Cons. 3 Mar. 1809.

21.—The trial of Mr. Batley and Reddy Row was to have come on before the Court of Oyer and Terminer, and Gaol delivery on the 23d inst. but the accompanying Affidavit (Paper No. 7,) will shew to your Lordship that a compromise took place. On these Affidavits a motion was made in the Supreme Court on the 22d inst. for a rule to shew cause why an attachment should not issue against Mr. Batley and Reddy Row, for dissuading Venaigum Moodelly from giving his evidence on a certain indictment on which he is the prosecutor against the said Mr. Batley and Reddy Row; and why a warrant of attorney, given by Venaigum to Mrs. Disney, should not be cancelled.—A rule was granted.

22.—The sessions stand adjourned to the 2d March.

23.—Several questions arising out of these trials having been submitted to the Supreme Court, the Honourable Sir Benjamin Sulivan delivered his judgment upon them on the 21st inst. A copy of this judgment we have the pleasure to forward herewith for your Lordship's information.

24.—The Commissioners have, we understand, in a Letter which they addressed to this Government on the 6th inst. stated, that they still believe Mr. Batley and Reddy Row are entirely innocent of the charges on which they were indicted, and this, my Lord, they have declared in contempt of the verdicts of two British Juries, in contempt of the deference they pretended to have for the verdict of the Special Jury by which Mr. Batley was tried, as communicated to us in their Letter of the 3d inst. and in fact, in defiance of the acknowledgment of the Defendants themselves, who by not demanding or following up the demand for a new trial, have fully admitted the justice of the verdicts against them.

25.—We shall forbear from remarking further on the conduct of these gentlemen, nor shall we notice here the application they have made to Government, to relieve them from the embarrassments in which they say they have been placed by us; further than by informing your Lordship that we have most severely felt the effects of that application. And what are the embarrassments of which these gentlemen complain? Why, my Lord, we have dared to apply to a Court of Justice to protect our property, and that of others in our charge, against forgeries and perjurers; and because we have succeeded in bringing some of these delinquents (who were protected and still are protected by the Commissioners) to conviction, we are sorry we cannot say to punishment, these gentlemen have appealed to a power which they would fain believe is above the law, to shield these convicts, and others connected with them, from the punishment which, we trust, still awaits them, by removing those who are likely by new prosecutions to be instrumental in bringing them to justice.

26.—We are confident however they will fail in the object they have in view. We rely on your Lordship's justice and judgment, on your Lordship's education and habits of life, which will lead your Lordship to investigate a matter of this importance, with the care and attention to which it is entitled; and we feel satisfied that it will appear to your Lordship, from what has been stated, that the Commissioners have evinced a dangerous and unjustifiable partiality towards Reddy Row and his associates; that they have in fact made themselves parties in the cause, and therefore as they cannnot any longer be considered as impartial judges or arbitrators, that they are not fit persons to execute the duties of the office to which they have been appointed.

We therefore again take the liberty to solicit your Lordship's interposition, and have the honour to be, with the greatest respect,

My Lord,

Your Lordship's most obedient and most humble servants,

Madras, 1st March 1809.

(Signed) Thomas Parry,
William Abbott,
R. A. Maitland.

Resolved, That copies of the Memorial submitted with the foregoing Letter, and copies of the Papers to which it refers, be transmitted to the Commissioners for investigating the Carnatic debts, and to the Advocate General, in order that they may submit such observations regarding those Documents as they may judge necessary.

Diary, 4th March.

To the Commissioners for investigating the Carnatic Claims.

Gentlemen,

I AM directed by the Honourable the Governor in Council to transmit to you the enclosed copy of a Memorial from Messrs. Parry, Abbott and Maitland, dated

No. 3.

Fort St. George, Public Cons. 3 Mar. 1809.

the 1st March 1809, and addressed to the Right honourable the Governor General in Council, with copies of the Papers to which it refers, in order that you may submit such observations regarding it as you may judge necessary for the information of the Supreme Government.

I have the honour to be, &c. &c.
(Signed) *A. Falconar*,
Chief Secretary to Government.

Fort St. George,
4th March 1809.

Extract Fort St. George Public Consultations, the 10th March 1809.

Ibid, 10 Mar. 1809.

READ the following Letters from the Commissioners for investigating the Carnatic Debts.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

HAVING had occasion to employ the aid of one temporary additional writer to enable us to prepare our Dispatches by the ship which sailed lately, we beg leave to transmit a Statement of the charge incurred on this account, being Rupees 20, and to request that the Honourable the Governor in Council will be pleased to direct the Sub-treasurer to pay the amount.

We have the honour to be, &c.
(Signed) Wm Parker,
S. T. Goad,
Henry Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 7th March 1809.

To pay of one Section Writer, employed in the Office of the Commissioners for investigating the Carnatic Debts, from the 27th February to the 4th March, for 5 Sections, at 4 Rupees per Section - Rupees 20 —

(Signed) Wm Parker,
S. T. Goad.
Henry Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 7th March 1809.

Sanctioned for twenty Rupees by order.
(Signed) *Edwd C. Greenway*, Secy to Govt.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

WE request that you will state to the Honourable the Governor in Council, that having submitted for payment from the 1st January the Statement of Durbar Officers' allowances, which accompanied our Letter to the Chief Secretary, dated the 10th ultimo, and of the approval of which by the Honourable the Governor in Council we were apprized by Mr. Buchan, under date the 21st ultimo, the Civil Auditor has communicated to us, that the orders which he has received on the subject of the Statement in question are dated in the present month, and that he consequently cannot comply with our request to pass it for the months of January and February.

We accordingly beg leave to request, that the necessary orders may be issued for giving effect to the recommendation contained in the 5th paragraph of our Letter of the 10th ultimo, that the proposed allowances to the Durbar Officers may commence from the 1st January 1809.

We have the honour to be, &c.
(Signed) Wm Parker,
S. T. Goad,
Henry Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 9th March 1809.

Resolved, That payment of the charges submitted in the foregoing Letters be authorized.

Extract Fort St. George Public Consultations, 10th March 1809.

READ the following Letter from Messrs. Thomas Parry, William Abbott, and R. A. Maitland, to the acting Chief Secretary to Government.

Sir,

WE request the Honourable the Governor in Council will be pleased to permit the enclosed Letter to be forwarded to the Right honourable the Governor General in Council.

We have the honour to be. &c.
(Signed) Tho' Parry,
Wm Abbott,
R. A. Maitland.

Madras,
8th March 1809.

No. 3.

Fort St. George Public Cons. 10 Mar. 1809.

To the Right honourable Lord Minto, Governor General in Council, Fort William.

My Lord,

We have now the honour to acquaint your Lordship in Council of a third verdict obtained against the persons which we noticed to you in our Memorial of the 5th January. Roya Reddy Row and Mr. John Batley were on Monday last found guilty of a cheat and conspiracy by a Special Jury, the names of which are hereunto annexed. Notice has been given that a motion will be made in arrest of judgment.

Whatever may be the result, my Lord, it will not affect the merits of the case, as the arrest will be moved upon an informality in the indictment. The guilt of the defendants is clearly established, and indeed, if we had failed in our proofs upon the trial, the circumstance of the compromise, which we had the honour to communicate to your Lordship upon the 1st instant, must have removed every doubt of their guilt from the minds of all unprejudiced persons.

In conducting these prosecutions, we have had to stuggle with every difficulty that wealth, power, and influence could oppose to us; we have succeeded nevertheless, but not without great labour, great anxiety of mind, and considerable expense. We feel confident, my Lord, that we have rendered great service to the fair creditors, to the Honourable Company, and to the community at large; all the reward that we have hitherto received, is slander and calumny.

The convicts Batley, Roya Reddy Row, and Annunda Row have been declared by the Commissioners to be innocent men, and the prosecutions against them are imputed to a conspiracy arising out of sinister motives. A conspiracy, my Lord, planned by three obscure individuals, to make a Court of Justice *subservient* to their wicked purposes; a conspiracy to carry on three public prosecutions, founded upon false accusations, in opposition to all the influence of the Commissioners, all the exertions of the Law Officers of Government, the open and secret influence of the Durbar, and the avowed and active interference of Government itself!!! If, my Lord, we had had the madness to conceive such a project, it could only have been executed by suborning false witnesses or corrupting the jurors. But during near eight months, since these prosecutions commenced, our enemies have not dared openly to bring one single accusation against us, nor has one of our witnesses been impeached, whereas we have impeached and convicted of perjury, their principal witness.

With regard to the Juries that have tried these several indictments, the first was a common Jury, composed of credible tradesmen and persons employed in offices of Government; this very Jury, at the same sessions, received the greatest commendations from the Chief Justice, for their penetration and sagacity in discovering the innocence of a prisoner, who was unjustly accused of murder, and the guilt of his accusers, who were immediately after tried for the same murder, convicted and executed. These Jurors, my Lord, were entirely unconnected with the Fund upon which the forgery was committed, and could not have had any leaning in favour of the prosecutors: it cannot be reasonably supposed that they would violate their oath, in order to promote our views. The two last indictments have been tried before Special Juries, summoned upon the motion of the Defendants. Is Mr. Hawkins, a civil servant of the Company of near thirty-three years standing, and one whose character for strict honour and integrity is universally known; is he, my Lord, likely to have betrayed the trust imposed upon by a sacred oath? Is Mr. Falconer, a gentleman equally known and respected, one who has filled for many years the first offices under Government with so much credit to himself and satisfaction to the Honourable Company, and who is now selected for the most important and confidential situation of Chief Secretary to Government; Mr. M'Dowall, Mr. Machonochie, Mr. Oliver, and Mr. Keene, or any of those gentlemen, likely to have betrayed a religious duty imposed upon them? or are all these gentlemen, three of whom have an intimate knowledge of the Persian and Hindoostanne languages, incompetent to decide upon the merits of the Dusters that were produced in support of the defence, or upon the credibility of the other evidence that was adduced on the one side and on the other? Are the other gentlemen (whose names we have already had the honour to transmit to your Lordship, and those whose names we now transmit) incompetent to decide upon the merits of the case, or likely to have betrayed their trust? We must intreat your Lordship's pardon, for trespassing so long upon you. It would indeed be an insult to your Lordship's enlightened understanding, to attempt to vindicate the character of these prosecutions; it would be an atrocious insult to the very honourable and creditable persons who have composed the special and common juries; it would be a kind of libel, a species of impiety against our constitution of trial by Jury, were it not, my Lord, that notwithstanding

two

No. 3.

Fort St. George Public Cons. 10Mar.1809.

two convictions, the senseless cry of *conspiracy* was still maintained, and the Commissioners declared their disbelief of the guilt of the convicts.

As we have mentioned that the Defendants have had the avowed and active interference of Government in their favour, we feel it incumbent upon us to state particularly this fact, which we shall do with all due deference and respect, simply as it appeared in evidence upon the trial. Mr. Saunders, a civil servant of the Company, was deputed by Government to the districts of Manargoody and Chillumbrum, where Anunda Row, one of the defendants upon the former trial, had been proved to be resident during the time at which it had been alleged he was in the service of the Durbar. In order to ascertain the truth or falsehood of this fact, notwithstanding the verdict of a British Jury had established the former, previously to Mr. Saunders's departure, the convict Anunda Row himself left the jurisdiction of the Court where he was under recognizance, and with the knowledge of the Law Officers of Government, repaired to the same district, likewise a man of the name of Vencata Row, a witness for the Defendants, and employed as their agent upon this occassion. The parties met at Manargoody, and Vencata Row and Anunda Row produced to Mr. Saunders fifteen or twenty miserable wretches, who declared to him that they had never known the defendant Anunda Row. They were accordingly brought up to give evidence upon the trial, the result of which your Lordship is acquainted with.

Since we had the honour to address your Lordship in Council upon the 1st instant, we have been informed of a circumstance which we are persuaded must excite a very lively indignation in your honourable mind. The Commissioners, my Lord, in forwarding to the Honourable the Governor in Council the Correspondence upon which they have grounded their complaint against us, have purposely omitted their Letter of the 3d ultimo, copy of which we had the honour to inclose in our Dispatch of the 1st instant. The motives and object of this conduct are too obvious to need any remark from us. In the latter, they have hitherto too well succeeded. We prefer this as a fresh charge against the Commissioners, and we submit with all humility and deference to your Lordship in Council, whether persons who have attempted an imposition upon your Lordship, for the purpose of defaming us, and injuring our fortunes, are fit to be entrusted with the investigation of claims amounting to millions of pounds.

We beg leave, likewise, to state to your Lordship, that it appeared upon the examination of Mr. Goad, upon the trial of Mr. Batley and Roya Reddy Row, that the latter is still employed at the Commissioners' Office as a witness; and when reminded by the counsel for the prosecution, that Roya Reddy Row was, by the verdict of a Jury, rendered infamous, and disqualified from giving testimony in a Court of Justice, Mr. Goad replied, that he considered it compulsory upon him, under the Deed of Agreement, to examine the Durbar servants; and, upon the question being put to him, he admitted, that it was "subject, however, to their credibility;" from which my Lord we must infer, that the Commissioners still consider this man a credible witness. Thus, my Lord, a man whose word will not be believed in a Court of Justice in a question involving one pagoda, is admitted by the Commissioners as a good witness in questions involving millions of pounds. We need not here remark upon the danger of employing a man of this character in their Office, nor upon the contempt that is thus expressed for public opinions, and the laws of their country. These and many other remarks must necessarily suggest themselves to your Lordship with more force than we can put them. But we must take the liberty of noticing a circumstance that is of very great consequence to us and all the fair creditors; that is, my Lord, the great expense attending this Commission, and the little progress that the Commissioners have made in their investigation. They have now been here twelve months, and have scarcely gone through eighty-seven claims, all of which, with a few exceptions, are insignificant, and arising out of salary and pay for services performed, and which of course could not take a long time to investigate. The greater part of their time seems to have been taken up with consultations with the Law Officers, and Mr. Batley and Reddy Row, and in attending their trials. Had they applied themselves to business fairly and impartially, unfettered by these extraordinary attachments, we venture to assure your Lordship in Council they might have gone through the investigation of all the claims by this time.

We have the honour to be, with great respect, &c.

(Signed) Thos Parry,
William Abbott,
R. A. Maitland.

Madras,
8th March 1809.

154.

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No. 3. List of the Special Jury, on the Trial of Mr. J. Batley and Roya Reddy Row.

Fort St. George Public Cons. 16 Mar. 1809.

Mr. James Balfour,	Mr. Jn° M'Dowall,
J. F. Collis,	W^m Oliver,
Ed Dent,	Mark Roworth,
Jn° Gwathin,	John Tullah,
W^m Hawkins,	W. W. Weston,
G. G. Keble,	Martin Jolly.

(A true Copy.)

To the Right honourable Lord Minto, Governor General in Council, Fort William.

My Lord,

SINCE closing the accompanying Address to your Lordship in Council, this morning, the convicts, Mr. Batley and Reddy Row, were brought up to receive judgment, when the counsel for the Defendants abandoned the motion in arrest of judgment, and the Chief Justice declared to the Court, that he considered it to be his duty to refer this verdict to His Majesty, as he had done the two former ones, and to leave the convicts at large upon their recognizances.

We have the honour to be, with the greatest respect, &c.

Madras, 8th March 1809.

(Signed) Tho° Parry, W^m Abbot, R. A. Maitland.

Diary, 11th March.

To the Commissioners for investigating the Carnatic Claims.

Gentlemen,

I AM directed by the Honourable the Governor in Council to transmit to you the inclosed copies of two Addresses, from Messrs. Parry, Abbott and Maitland, dated the 8th instant, and addressed to the Right honourable the Governor General in Council, in order that you may submit such observations regarding them as you may judge necessary for the information of the Supreme Government.

I have, &c.

Fort St. George, 11th March 1809.

(Signed) *A. Falconer*, Chief Secretary to Government.

To the Commissioners for investigating the Carnatic Debts.

Gentlemen,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letters of the 7th and 9th instant, and to acquaint you, that he has been pleased to authorize the payment of the extra charge incurred in preparing your Dispatches, and of the allowances of the Durbar Officers employed by you from the 1st of January last.

I have the honour, &c. &c.

Fort St George, 11th March 1809.

(Signed) *E. C. Greenway*, Secretary to Government.

Ibid, 21 Mar. 1809.

Extract Fort St. George Public Consultations, 21st March 1809.

READ the following Letter from Messrs. Thomas Parry, William Abbot, and R. A. Maitland.

To Alexander Falconar, Esq. Chief Secretary to Government.

Sir,

WE have the honour to send herewith a Letter, with an enclosure for the Right honourable the Governor General, and we request you will have the goodness to obtain the permission of the Honourable the Governor in Council for the transmission of the same.

We have the honour to be, &c.

Madras, 20th March 1809.

(Signed) Thomas Parry, William Abbott, R. A. Maitland.

To the Right honourable Lord Minto, Governor General in Council, Fort William. No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

My Lord,

As it must have appeared to your Lordship from the Correspondence which we had the honour to transmit to you with our Memorial of the 5th January, that the measures which had been adopted for the purpose of defending the interests of the fair creditors of the Nabobs of the Carnatic, and those of the Honourable East India Company against fraudulent claims, had not been approved of, we beg leave to trespass upon your Lordship once more, and to call your attention to the accompanying Extracts of the Plan and Instructions submitted by the Honourable the Court of Directors to the Commissioners for the affairs of India, and their Correspondence upon them. By those Extracts, your Lordship will see, that the Plan which we adopted and wished to pursue, exactly corresponded with that suggested by the Honourable the Court of Directors; and although the Commissioners for the affairs of India did not think such Instructions should be made a matter of previous negotiation between the Honourable the Company and the creditors, for the reasons therein stated, yet they by no means objected to the wisdom or expediency of the Plan, but left it to the creditors themselves to adopt it or not, as they should think proper. And your Lordship will further see by the Answer of the Honourable the Court of Directors to this objection of the Commissioners, that they adhered to their former opinion upon this subject. We beg leave likewise to call your Lordship's attention to that paragraph, which prescribes that the creditors shall have access to Papers in the Commissioners' Office, and liberty to take Copies of them, as well as to the other Extracts which we have the honour to send herewith.

We have no doubt that your Lordship must have seen these Papers in the Office over which you presided in England, but as they serve so materially to justify our proceedings, we trust we shall be excused for bringing them again to your notice.

We have the honour to be, &c.

(Signed) Thomas Parry,
W. Abbott,
R. A. Maitland,

Madras,
20th March 1809.

EXTRACTS from the Plan and Instructions agreed upon by the Honourable the Court of Directors, and intended to form the basis of an arrangement with the Private Creditors of the late Nabobs of the Carnatic; submitted to the consideration of the Board of Controul the 17th January 1805.

"The Governor and Council on behalf of the Company, as protecting the bonâ fide creditors, are to be considered as parties to the investigation, and to be at liberty to appoint such agent or agents as they shall see fit, to oppose any claims which may be deemed objectionable, and scrutinize even those to which no objection is expressly made.

"There must certainly be many creditors, the considerations for whose debts are unquestionable, and whose accounts relating to them are not likely to involve any difference of opinion. The Governor and Council, therefore, as early as possible after the arrival of these Instructions, will select three, four, or five creditors of the above description, and who shall be considered as best qualified to check the other claims; and having made such selection, the Commissioners should so soon as possible, give not less than a month's public notice of the time and place of proceeding to take these selected claims into consideration. The Commissioners must themselves investigate them, by examining the claimants or their agents if they shall not be at Madras upon oath, and by comparing them with the vouchers, and the officers of the Nabobs, and all others who may be able to give testimony relating to them, and by hearing any evidence or arguments to be adduced against them, either by any person authorized by the Government of Madras to oppose them, or by any person who shall show to the satisfaction of the Commissioners a colourable title as creditor to one of the Nabobs. As soon as these selected claims shall have been investigated to the satisfaction of the Commissioners, they must in the first instance decide upon them severally, before they proceed to investigate any other claims; when three, four, or five of them shall be allowed, the claimants whose debts shall be so allowed, may be permitted to act as a Committee on behalf of the creditors at large, and by themselves or their agents to oppose the other claims before the Commissioners as they may be able. As the selection of the above Committee of creditors will be a matter of very great delicacy, the Commissioners must

No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

must not only be satisfied themselves most thoroughly of the justice of the claims before they are allowed, but the greatest care must be taken to make it publicly manifest, that no partiality is practised in the decision upon them; and none of the Committee must on any account be permitted, after their appointment thereto, to claim or to be allowed in their own names, or by others for their use, or as trusted for others, any debt whatever from either of the Nabobs, but what shall have been allowed previous to their appointments, unless they shall afterwards acquire a right to any other debt either as executor or administrator by the will of a deceased person, or by succession to any share of an intestate's estate or by marriage; and after acquiring such title, they must cease to act or interfere further as Committeemen; and all the members of the Committee before they act must make oath before the Governor and Council, that they have no further claims directly or indirectly by themselves, or by any other person or persons in trust for them, or for their own use, or as trustees for any other person than those which shall have been decided upon by the Commissioners.

"The persons at liberty to oppose any claims must be permitted to have access at all reasonable times, and in such manner as shall be fixed by the Commissioners, to the *original claims, accounts, affidavits and vouchers, with liberty to take copies of them,* so that they may be enabled to prepare objections to oppose such claims as they shall see fit to object to or oppose.

"The Commissioners must at any time receive objections in writing, to any claim either from the Government agent, the Committee of creditors, or their agent, or from any person whom the Commissioners shall consider as having made out a colourable interest as a creditor to oppose claims: it will also be the Commissioners' duty to object to such claims as they consider doubtful, although no objection is made by any other party. The claimants, whose claims are objected to by any one, should have copies of the objections, with an opportunity of considering and answering them, and a short statement of the nature of the objections should be arranged alphabetically and *published in the Newspapers from time to time as they are made.*

"A reasonable payment to the Agent for the Committee of Creditors, if they should think it necessary to employ one, may also be considered as part of the expenses of the investigation, and to be borne out of the fund for the creditors who will be benefited by it; the reasonable expenses of the witnesses in opposition to the claims, fall within the same rule; and as the claimants by objections to their claims may be put to extraordinary expenses to support these, and which may be allowed though properly opposed, the Commissioners may use their discretion in ordering reimbursements of the whole or part of the expenses, either of supporting or opposing the several claims, as they shall think reasonable to be defrayed out of the creditors' fund, as part of the expenses of the investigation: but in the exercise of this authority, the Commissioners must be particularly circumspect and cautious, that the fund is not charged with any burthen, not necessarily created in the investigation committed to them."

EXTRACTS of Heads proposed to be submitted by the Board of Controul to the consideration of the Honourable the Court of Directors, for the purpose of forming the basis of an arrangement with the Private Creditors of the late Nabobs of the Carnatic.

13th—"The Commissioners to consider themselves as a Court of Equity, appointed to examine into the validity of claims to a large amount charged upon a limitted fund. In doing so, they will require such proof of the nature of the debts as may at this day be reasonably expected, regard being had to the time which had elapsed since they were contracted, their subsequent transfers, or other causes affecting the means of proof on the part of the present possessors. Their proceedings will be governed by those liberal principles of equity, which belong to a settlement in the nature of an arbitration or compromise; but the Commissioners will at the same time hold in mind, that should debts of a fictitious nature, from the adoption of too relaxed a system of proof, be admitted upon the Registry, the property of the bonâ fide creditors must thereby be proportionably affected; First, by exposing them to a reduction of the interest to which they would otherwise be entitled; and, Secondly, though the interest should be secured by absorbing that surplus which would otherwise operate annually as a sinking fund in reduction of the principal, thereby adding materially to the value of the respective debts."

No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

EXTRACT from a Report made by a Committee of Correspondence the 8th February 1805, upon the Heads of the Plan submitted to the consideration of the Honourable the Court of Directors, by the Board of Commissioners for the Affairs of India.

"That the clause in the Instructions approved by the Court, which recommended the nomination of a Committee of creditors, whose claims should have been established, for the purpose of appealing against and impeaching claims which might appear liable to objection, provides more effectually for the object in view than the directions in the 10th clause, as framed by the Board, which leaving it apparently discretional with the creditors at large to make appeals, may probably fail to produce the desired effect."

EXTRACT of a Letter from the Secretary to the Board of Commissioners, dated the 23rd February, to the Secretary to the Honourable the East India Company.

"With respect to the appointment of a Committee of creditors, the Board adhere to their former opinion, that it is expedient altogether to leave to the judgment and decision of the Commissioners, the adoption of such rules and regulations as may appear to them best calculated to enable them to get at truth; if a Committee of the creditors is more likely to defend effectually their common interests, than the efforts of individual creditors, there is nothing to preclude the creditors at large, *or any portion of them, from establishing such a Committee on their own behalf*; but it does not appear to the Board equitable, for any third party to interfere in making such a selection or option for them."

Diary 22d March.

To the Commissioners for investigating the Carnatic Claims.

Gentlemen,

I AM directed by the Honourable the Governor in Council to transmit to you the enclosed copy of a Letter from Messrs. Parry, Abbott and Maitland, dated the 20th instant, and addressed to the Right honourable the Governor General in Council, with copy of the Paper to which it refers, in order that you may submit such observations regarding it, as you may judge necessary for the information of the Supreme Government.

I have the honour to be, &c.
(Signed) *A. Falconar*,
Chief Secy to Govt.

Fort St. George,
22d March 1809.

Read the following Letters from the Commissioners for investigating the Carnatic Debts.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

WE request that you will be so good as to state to the Honourable the Governor in Council, that in the course of the execution of our public duty, we have frequent occasion to apply to the Register of the Supreme Court for certificate copies of wills, probates, letters of administration, &c. and that a charge is made by the Register for every Paper granted in our application. We would solicit, therefore, that the Subtreasurer may be authorized to discharge such bills from the Register as may be presented to him from time to time countersigned by us; and we shall be careful to note in our reports on the different cases in which charges of this nature be incurred, the sum disbursed in substantiating the claims, in order that it may be deducted from the first payment which may be made to the several claimants after the decision of the Commissioners in England shall have been passed on their claims.

In the event of a compliance with this application, we shall of course avail ourselves of it to certify such bills only for payment as may relate to claims, of which neither the proprietor nor any agent on his part is resident here; and we apprehend that the total advances for which it may be necessary to call on Government, will not exceed two or three hundred Pagodas.

We have the honour to be, &c.
(Signed) William Parker,
S. T. Goad,
H. Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 16th March 1809.

No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

Resolved, That the Sub-treasurer be authorized to discharge the bills from the Register of the Supreme Court, which may be countersigned by the Commissioners, for copies of Documents required for their office, under the conditions proposed in the foregoing Letter.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

In our Letter dated the 7th ultimo we had the honour to transmit to the Honourable the Governor in Council, the copies of a Correspondence which had on that day taken place between ourselves and Messrs. Parry, Abbott, and Maitland, the result of which had been a positive refusal on our part to furnish them with the Documents they had required.

We now request that you will have the goodness to state to the Honourable the Governor in Council, that we understand that on the motion of the counsel of Messrs. Parry, Abbott, and Maitland, a rule has been granted by the Supreme Court to shew cause why a Mandamus should not issue to compel us to furnish the Papers which have been demanded from us.

We understand that this rule stands for argument on an early day of the approaching term, and we therefore beg leave to request, that the Honourable the Governor in Council will be pleased to direct the Law Officers of the Company to take such steps on our behalf, in opposition to this rule, as the forms of law in similar cases may appear to render necessary.

We have the honour to be, &c.

Office of Commissioners
for investigating the Carnatic debts,
Fort St. George, 15th March 1809.

W. Parker,
S. T. Goad,
H. Russell.

Resolved, To transmit a copy of the foregoing Letter to the Company's Solicitor, and to desire that measures may be taken for opposing the rule therein described.

Read the following Letters from the Commissioners for investigating the Carnatic Claims.

To the Chief Secretary to Government, Fort St. George.

Sir,

A claim has been preferred before the Commissioners in England in behalf of Lieutenant Peter Gardiner, founded on a Tunkha of the Nabob Wallajah, for arrears of pay as a military officer in the service of his Highness, for the principal sum of S. Pagodas 2,520. 11.

It appears by a Letter from Lieutenant Peter Gardiner to Mr. Fordyce, the agent for the creditors in England, that he was removed from the service of the Nabob the 30th October 1784, and that Government, from the conviction of the hardships which Lieutenant Gardiner laboured under, allowed him a pension of 20 Pagodas per mensem.

We request that you will submit to the Honourable the Governor in Council our application, to be informed whether the pension in question was granted to Lieutenant Gardiner, in any respect, as a payment of the arrears, (or any part of them) said to have been owing to him by the Nabob.

Lieutenant Gardiner, we are informed, died at Madras a few months ago.

We have the honour to be, &c. &c.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 20th Feb. 1809.

(Signed) W. Parker,
S. T. Goad.
H. Russell.

To the Chief Secretary to Government, Fort St. George.

Sir,

In conformity with Instructions transmitted to us by the Commissioners in England, we request to be informed whether Colonel George Buck, who it appears entered the military service of the Nabob Wallajah as a Captain on the 1st September 1767, was at that period of time in the service of the Honourable Company either in a military or civil capacity; or if at any time while Colonel Buck continued in the service of the Nabob, which he appears to have done till the close of the year 1782, he was in the employ of the Company, or received pay from them, and what pay?

No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

We further request to be informed, if Colonel Buck was in the service of the Honourable Company, whether he had the permission of the Honourable the Court of Directors, or of either of the Governments of Bengal or Madras, for entering into or continuing in the service of the Nabob, or was borne on the strength of the regiment to which he may have been attached in the Company's service, as being employed with the Nabob.

We have the honour to be, &c. &c.

Office of Commissioners (Signed) W^m Parker,
for investigating the Carnatic Debts, S. T. Goad.
Fort St. George, 24^th Feb. 1809.

To the Chief Secretary to Government, Fort St. George.

Sir,

UNDER Instructions from the Commissioners in England, we request that the Honourable the Governor in Council will be pleased to direct, that information from the proper officers be communicated to us on the following points: viz.

1st. What pay and allowances were received by Captain Charles Dighton from the month of July or August 1790 to October 1792, and whether off-reckonings as commanding a revenue battalion were paid him, or a sum of money in lieu of off-reckonings?

2nd. What pay was received by Captain Dighton from the Company, from October 1792 to January 1800?

We have the honour to be, &c. &c.

Office of Commissioners (Signed) W. Parker,
for investigating the Carnatic Debts, S. T. Goad.
Fort St. George, 27^th Feb. 1809.

To the Chief Secretary to Government, Fort St. George.

Sir,

WE request that you will be so good as to obtain the Orders of the Honourable the Governor in Council for our being informed whether Mr. Grove Gillis, who appears to have been in the army of the late Nabob Wallajah from the year 1771 to the year 1782 inclusive, was, during any part of the period comprehended between those years, either in the military or civil service of the East India Company, if so, whether he received any, and what pay from them; whether he had the permission of Government, or of the Court of Directors, to enter into and continue in the service of the Nabob, and whether he was borne in the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

We have the honour to be, &c. &c,

Office of the Commissioners (Signed) W. Parker,
for investigating the Carnatic Debts, S. T. Goad,
Fort St. George, 28^th Feb. 1809. H. Russell.

To the Chief Secretary to Government, Fort St. George.

Sir,

THE Commissioners in England having instructed us in Dispatches lately received by us, to transmit to them copies of all Papers that may be found in the Durbar Records, relative to claims in the Carnatic, we are under the necessity of requesting the sanction of the Honourable the Governor in Council to our entertaining two Persian writers, at eight Pagodas each per mensem from the 1^st March.

Office of Commissioners We have the honour, &c.
for investigating the Carnatic Debts, (Signed) W^m Parker,
Fort St. George, 28^th Feb. 1809. S. T. Goad.

To the Chief Secretary to Government, Fort St. George.

Sir,

WE beg leave to request that the Honourable the Governor in Council will be pleased to issue directions, that information be furnished to us by the proper office on the following points:

Whether the late Major John Galway, who it appears entered the service of his Highness the late Nabob Wallajah as a Captain on the 6^th June 1775, was at that period of time in either the military or civil service of the Honourable Company, or at any period of time between the above date and the middle of the year 1784, and

No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

and if so, whether he received pay from the Honourable Company, and what pay?

Whether, if Major Galway was at that period of time in the military service of the Honourable Company, he had the permission of either of the Governments of Bengal or Madras for entering into or continuing in the service of the Nabob, or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 28th Feb. 1809.

We have the honour, &c.
(Signed) Wm Parker,
S. T. Goad.

To the Chief Secretary to Government, Fort St. George.

Sir,

It has been given in evidence by Captain William Dewar, before the Commissioners appointed in England for investigating the Carnatic debts, that he entered the military service of the Nabob Wallajah in the month of March 1771, and remained in it until March 1788; that from December 1781 to the end of June 1785, the Company were in possession of the Nabob's territory, during which period he received pay from the Company, according to his rank in the Nabob's service, except that they did not pay him off-reckonings.

The Commissioners in England having directed us to ascertain the payments made by the Company to Captain Dewar, or to any person for him, during the assignment of the Carnatic, we shall be obliged to you to obtain the orders of the Honourable the Governor in Council, for our being furnished by the proper officer with the necessary information on the subject.

We have the honour, &c.
(Signed) Wm Parker,
S. T. Goad,
Henry Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 1st March 1809.

To the acting Chief Secretary to Government.

Sir,

We beg leave to request that the Honourable the Governor in Council will be pleased to issue directions, that information be furnished to us by the proper officer on the following points:

Whether the late Mr. Benjamin Goard, who it appears entered the service of his Highness the late Nabob Wallajah as an Ensign on the 11th December 1771, was at that period of time in either the military or civil service of the Honourable Company, or at any period of time between the above date and the 9th May 1794, and if so, whether he received pay from the honourable Company, and what pay?

Whether, if Mr. Goard was, at that period of time, in the military service of the Honourable Company, he had the permission of either of the Governments of Bengal or Madras for entering into and continuing in the service of the Nabob, or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

We have the honour, &c.
(Signed) Wm Parker,
S. T. Goad,
Henry Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 2d March 1809.

To the acting Chief Secretary to Government.

Sir,

We request that you will be so good as to obtain the orders of the Honourable the Governor in Council for our being informed, whether Mr. John Lawden, who appears to have been in the army of the late Nabob Wallajah from the year 1768 to the year 1775 inclusive, was, during any part of the period comprehended between those years, either in the military or civil service of the East India Company; if so, whether he received any, and what pay from them, and whether he had the permission of Government or Court of Directors to enter into and continue in the service of the Nabob, and whether he was borne in the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

We have the honour, &c.
(Signed) Wm Parker,
Henry Russell.

Office of the Commissioners
for investigating the Carnatic Debts,
Fort St. George, 3rd March 1809.

No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We request that you will be so good as to obtain the orders of the Honourable the Governor in Council, for our being informed whether Mr. Robert Powney, who appears to have been in the service of the late Nabob Wallajah from the year 1774 to the year 1798 inclusive, was, during any part of the period comprehended between those years, either in the military or civil service of the East India Company; if so, whether he received any, and what pay from them; whether he had the permission of Government, or of the Court of Directors, to enter into and continue in the service of the Nabob, and whether he was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 7th March 1809.

We have, &c.
(Signed) Wm Parker,
S. T. Goad.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to request that the Honourable the Governor in Council will be pleased to issue directions that information be furnished to us by the proper office on the following points:

Whether Captain William Hamilton, who it appears entered the service of his Highness the Nabob Wallajah on the 1st February 1783, and continued in it, and in the service of the Nabob ul Omrah, till the period of his Highness's death, was, during that time, either in the military or civil service of the Honourable Company; and if so, whether he received pay from the Honourable Company, and what pay?

Whether, if Captain Hamilton was during that period of time in the military service of the Honourable Company, he had the permission of either of the Governments of Bengal or Madras, for entering into or continuing in the service of the Nabob, or borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 7th March 1809.

We have the honour, &c.
(Signed) Wm Parker,
S. T. Goad.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to request that the Honourable the Governor in Council will be pleased to issue directions for our being furnished with information by the proper offices on the following points:

Whether the late Mr. Benjamin Goard, who it appears entered the military service of his late Highness the Nabob Wallajah on the 11th December 1771, was, at that period of time, either in the military or civil service of the Honourable Company, or at any time between the above date and the 1st July 1790; and if so, whether he received any, and what pay, from the Company?

Whether, if Mr. Goard was in the employ or pay of the East India Company, he had the permission or sanction of the Court of Directors, or of either the Governments of Bengal or Madras, for entering into or continuing in the service of the Nabob, or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

It appearing from the Durbar Records, that Captain Goard was actually in the employ of the East India Company from the 1st July 1790 to the end of October 1792, we request particularly to be informed, whether any and what monthly sums for pay, batta, gratuity, or off-reckonings, were received by Captain Goard from the Honourable Company during that period?

We have, &c.
(Signed) W. Parker,
S. T. Goad,
Henry Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 7th March 1809.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to request that the Honourable the Governor in Council will be pleased

108335

No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

pleased to issue directions, that information be furnished to us by the proper offices on the following points:

Whether the late Mr. Peter Gardiner, who it appears entered the military service of his Highness the late Nabob Wallajah on the 27th November 1772, was, at that period of time, in either the military or civil service of the Honourable Company, or at any period of time between the above date and the 14th March 1779; and if so, whether he received pay from the Honourable Company, and what pay?

Whether, if Mr. Peter Gardiner was at that period of time in the military service of the Honourable Company, he had the permission of either of the Governments of Bengal or Madras, for entering into or continuing in the service of the Nabob, or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob.

We have the honour to be, &c. &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 9th March 1809.

(Signed) W. Parker, S. T. Goad, H. Russell.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We request that the Honourable the Governor in Council will be pleased to direct that information on the following points be communicated to us:

Whether Colonel Owen, formerly in the military service of the Honourable Company, who it appears was employed in the military service of the Nabob Wallajah from the 17th of April 1775 to the 17th February 1776, had the permission of the Court of Directors or of the Government of Madras, for entering into or continuing in the service of the Nabob, and whether he was borne on the Return of the regiment to which he was attached, as being employed during that period with the Nabob?

What monthly sum for pay, batta, off-reckonings, or other allowances, were received by Lieutenant now Colonel Owen, from the Honourable Company during the period above-mentioned?

We have the honour to be, &c. &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 9th March 1809.

(Signed) W. Parker, S. T. Goad, H. Russell.

To the Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to request that the Honourable the Governor in Council will be pleased to issue directions for our being informed by the proper offices, what rank was held, and what pay, batta, off-reckonings, or other allowances were received from the Honourable Company by Major General John Pater, from the 1st August 1780 to the end of May 1784, and whether Major General Pater was, during the above period, engaged bonâ fide in the performance of military services for the Nabob?

We have to the honour to be, &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 9th March 1809.

(Signed) W. Parker, S. T. Goad, H. Russell.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to request that the Honourable the Governor in Council will be pleased to issue directions that information be furnished to us by the proper offices on the following points:

Whether Mr. Charles Spyer, who it appears entered the military service of his Highness the late Nabob Wallajah on the 25th September 1771, was, at that period of time, in either the military or civil service of the Honourable Company, or at any period of time between the above date and the 31st December 1786, and if so, whether he received pay from the Honourable Company, and what pay?

Whether, if Mr. Charles Spyer was at that period of time in the military service of the Honourable Company, he had the permission of either of the Governments of Bengal or Madras, for entering into or continuing in the service of the Nabob,

No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob.

We have the honour to be, &c. &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 9th March 1809.

(Signed) W. Parker, S. T. Goad, H. Russell.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We request that you will be so good as to obtain the orders of the Honourable the Governor in Council, of our being informed whether Mr. Neil Campbell, who appears to have been in the service of the late Nabob Wallajah from the year 1789 to the year 1791 inclusive, was, during any part of the period comprehended between those years, either in the military or civil service of the East India Company; if so, whether he received any and what pay from them; whether he had the permission of Government, or of the Court of Directors, to enter into and continue in the service of the Nabob, and whether he was borne in the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

We have the honour to be, &c. &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 10th March 1809.

(Signed) W. Parker, S. T. Goad, H. Russell.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to request that the Honourable the Governor in Council will be pleased to issue directions that information be furnished to us by the proper offices on the following points:

Whether the late Captain Jn° Moss, who it appears entered the military service of his Highness the late Nabob Wallajah on the 1st July 1775, was, at that period of time, in either the military or civil service of the Honourable Company, or at any period of time between the above date and the end of December 1784; and if so, whether he received pay from the Honourable Company, and what pay?

Whether, if Captain John Moss was at that period of time in the military service of the Honourable Company, he had the permission of either of the Governments of Bengal or Madras for entering into or continuing in the service of the Nabob, or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

We have the honour to be, &c. &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 10th March 1809.

(Signed) Wm Parker, S. T. Goad, Hy Russell.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We request that you will be so good as to obtain the orders of the Honourable the Governor in Council, for our being informed whether Captain John Murray, who appears to have been in the service of the late Nabob Wallajah between the years 1776 and 1784; was, during any part of the period comprehended between those years, either in the military or civil service of the East India Company; if so, whether he received any, and what pay from them; whether he had the permission of Government, or of the Court of Directors, to enter into and continue in the service of the Nabob, and whether he was borne in the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

We have the honour to be, &c, &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 10th March 1809.

(Signed) Wm Parker, S. T. Goad, Henry Russell.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We request that you will be so good as to obtain the orders of the Honourable the Governor in Council, for our being informed whether Captain Archibald Graham Campbell,

No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

Campbell, who appears to have been in the army of the late Nabob Wallajah from the year 1775 to the year 1785 inclusive, was, during any part of the period comprehended between those years, either in the military or civil service of the East India Company; if so, whether he received any and what pay from them, and whether he had the permission of Government, or of the Court of Directors, to enter into and continue in the service of the Nabob, and whether he was borne in the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

We have the honour to be, &c, &c.

(Signed) W^m Parker,
S. T. Goad,
H^y Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 10th March 1809.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

It has been stated to the Commissioners in England for investigating the Carnatic Debts, that the late Lieutenant Colonel James Eidingtoun, who was in the military service of the Honourable Company from the year 1770 to the year 1792, had the permission of the Government of Madras to serve the Nabob Wallajah in a military capacity, and that he received pay from the Honourable Company during the whole of the period that he served the Nabob; we request that you will have the goodness to obtain the sanction of the Honourable the Governor in Council, for our being informed whether any official Record can be found of the permission granted to Lieut. Col. Eidingtoun to serve the Nabob, and also what was the amount of the pay that he received from the Company during the period that he continued in the service of his Highness?

We have the honour to be, &c. &c.

(Signed) W^m Parker,
S. T. Goad,
Henry Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 10th March 1809.

To the acting Chief Secretary to Government.

Sir,

We beg leave to request that the Honourable the Governor in Council will be pleased to direct that attested Copies of the following Papers be furnished to us:

1st. Copy of a Letter from the late Colonel James Desart Stevenson to the Madras Government, dated 26th February 1788, entered in Consultations the 29th of the same month.

2nd. Copy of the 196th paragraph of the Military General Letter, from Fort St. George to the Court of Directors, dated the 1st March 1788.

3rd. Copy of the 94th paragraph of the Public Letter, from the Court of Directors to the Government of Fort St. George, dated 8th April 1789.

4th. Copies of the 13th paragraph of the Political Letter from Fort St. George to the Court of Directors, dated the 15th January 1790, and of the Papers therein referred to.

5th. Copy of the Instructions issued to the Committee for investigating Nabobs debts, recorded on the Consultations of Government of the 29th September 1789.

6th. Copy of the Statement of the Nabobs' debts made up by the Committee, recorded on the Consultations of Government of 29th December 1789.

We likewise request, that an original discharged new cavalry bond in the name of Major Stevenson, for star pagodas 5,362. 23. 68. which was deposited in the General Treasury, together with all bonds in that loan paid off by Goverment, under an order in a Letter from Mr. Secretary Jackson to the Register of the Carnatic Debts, dated the 5th June 1794, may be transmitted to us.

We have, &c.

(Signed) W^m Parker,
S. T. Goad,
H^y Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 11th March 1809.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to transmit the enclosed Extract from Instructions transmitted to us by the Commissioners in England, with a copy of the Letter referred to therein, and to request that the Honourable the Governor in Council will be pleased to direct

No. 3.

Fort St. George Public Cons. 21 Mar. 1809.

direct that copies of such Documents on the Records of Government as relate to the Transactions mentioned in the above Extract, may be furnished to us, to enable us to comply with those Instructions.

We have the honour, &c.

(Signed) W^m Parker,
S. T. Goad,
H^y Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 11^th March 1809.

Extract from the Instructions of the Commissioners in England.

Para. 143.—THE claim made by Mr. Dott is from the period the Nabob's cavalry were placed under the command of the Company's Commander in Chief. It will be necessary to refer to the orders issued on that occasion by the Government or Commander in Chief, for the purpose of obtaining a knowledge of the date and the terms on which the Nabob's cavalry were received into the pay of the Company, as well as to the regulations of the Select Committee, referred to by the Paymaster, Mr Welch, in No. 5, in $\frac{1}{9}\frac{8}{6}$, No. 4; you will also examine the Records of the Select Committtee, to ascertain whether any application was made by Mr. Dott, as recommended by Mr. Welch, and the decision thereon.

(A true Extract.)

(Signed) S. T. Goad.

Dear Dott,

I HAVE received yours of the 4^th instant, enclosing me an Account of arrears for subsistence, due you from the month of October 1780 to the 30^th April 1784.

I do not know any thing that would afford me greater pleasure than to render you assistance in this business, but I must candidly tell you, I really know not how; the orders that I have received respecting my disbursements are so very pointed and positive, that were I in the smallest degree to deviate from them, immediate dismission from the service must ensue, which the Select Committee have declared in Public Orders shall be the case, if I do not strictly adhere to their regulations. Thus situated, I have but few opportunities of obliging my friends; and I hope you will do me the justice to believe, there are none of my acquaintances whom I would more willingly serve than yourself. The only mode I can point out for the recovery of your arrears, is an address to the Select Committee, for without an order from them, it will not be in the power of any one to discharge your demand. On account of the scarcity of cash, and the heavy demands on Government, I am obliged to send them an Account, particulars of every issue of pay I make to the Army, which they investigate in the nicest manner.

I am happy to hear from all quarters of the good will and esteem my friend Irwin has acquired to the southward; when you see him, pray remember me kindly to him.

I remain, dear Dott,
Yours very sincerely,
(Signed) T. Welch.

Arcot,
22^d August 1784.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

WE request that the Honourable the Governor in Council will be pleased to direct that information may be communicated to us by the proper offices on the following points:

Whether the late Mr. William Leach, who it appears entered the military service of the Nabob Wallajah on the 13^th March 1775, and quitted it about the end of June 1781, was, during that period of time, in either the military or civil service of the Honourable Company; and if so, whether he had the permission of the Court of Directors, or of the Government, to enter into or continue in the service of the Nabob, or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

We have the honour to be, &c. &c.

(Signed) W^m Parker,
S. T. Goad,
H^y Russell.

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 16^th March 1809.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

IT appears by a copy transmitted to us by the Commissioners in England, of an

No. 3. Extract from the Minutes in Council at the Presidency, dated 6th March 1778, that the name of Lieutenant George Mackay was inserted in a list of officers in the service of the Honourable Company, who were at that time employed by his Highness the Nabob.

Fort St. George Public Cons. 21 Mar. 1809.

In addition to the fact, we request that you will have the goodness to obtain the sanction of the Honourable the Governor in Council for our being informed whether the period of Lieutenant George Mackey's arrival in India can be ascertained from the Records of this Government; whether he had the specific permission of this Government, or of the Supreme Government, to serve the Nabob; whether he was borne on the Return of the regiment to which he was attached as being employed by the Nabob, and whether he received at that time any pay from the Nabob, and to what amount?

We have the honour to be, &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 20th March 1809.

(Signed) W. Parker, S. T. Goad, H. Russell.

Resolved, to acquaint the Commissioners for investigating the Carnatic Debts, that the Board has ordered the Records to be searched, agreeably to their request conveyed in the foregoing applications.

To the Commissioners for investigating the Carnatic Debts.

Gentlemen,

1.—I am directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 15th instant, and to acquaint you, that instructions have been issued to the Law Officers of the Company to take measures for opposing the rule described in your Letter, agreeably to your request.

Vide Military Department.

Dated	20	February	1809
- - -	24	D°	D°
- - -	27	D°	D°
3 Letters	28	D°	D°
- - -	1	March	D°
- - -	2	D°	D°
- - -	3	D°	D°
3 Letters	7	D°	D°
4 Letters	9	D°	D°
5 Letters	10	D°	D°
2 Letters	11	D°	D°
- - -	16	D°	D°
- - -	29	D°	D°

2.—I am also directed to acquaint you, that the Governor in Council has ordered the Records to be searched for the information desired by your Letters of the several dates noted in the margin.

I have the honour to be,
Gentlemen,
Your most obedient humble servant,
E. C. Greenway,
Secretary to Government.

Fort St, George, 21st March 1809.

To the Commissioners for investigating the Carnatic Debts.

Gentlemen,

I am directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 16th instant, and to acquaint you that the Sub-treasurer will be authorized to discharge the bills from the Register of the Supreme Court, which may be countersigned by you, for copies of Documents required for your Office, under the conditions you have proposed, of the amount of such disbursements being recoverable from the first payment made to the several claimants.

I have the honour to be, &c.

Fort St. George, 22d March 1809.

(Signed) *E. C. Greenway,*
Acting Secretary to Government.

Extract Fort St. George Public Consultations, 28th March 1809.

Ibid. 28 Mar. 1809.

READ the following Letter from the Commissioners for investigating the Carnatic Debts.

To the acting Chief Secretary to Government, Fort St. George.

Sir,—We request that you will have the goodness to state for us to the Honourable the Governor in Council, that we find our present establishment of five English writers, to be quite inadequate to the regular and efficient discharge of the duties of our office, and that we therefore solicit his permission to entertain two more English writers in addition to those we already have, at the customary rate of 10 Pagodas each per mensem.

We have, &c. &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 24th March 1809.

(Signed) Wm Parker, S. T. Goad.

Resolved, That the Commissioners be authorized to entertain two additional English writers at the customary rate of 10 Pagodas each per mensem, agreeably to their request.

Extract Fort St. George Public Consultations, the 4th April 1809.

No. 3.

Fort St. George Public Cons. 4 April 1809.

READ the following Letter from the Commissioners for investigating the Carnatic Debts.

To the acting Chief Secretary to Government, Fort St. George.

Sir,—We beg leave to request that the Honourable the Governor in Council will be pleased to issue directions, that information be furnished to us by the proper offices on the following points:

Whether Mr. John Mills, who it appears entered the service of his Highness the Nabob Wallajah as an Ensign on the 21st September 1773, and continued in it till the 21st September 1781, was, during that period of time, either in the military or civil service of the Honourable Company; and if so, whether he received pay from the Honourable Company, and what pay?

Whether, if Ensign Mills was, during that period of time, in the military service of the Honourable Company, he had the permission of either of the Governments of Bengal or Madras, for entering into and continuing in the service of the Nabob, or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob. We have the honour to be, &c.

Office of Commissioners (Signed) Wm Parker.
for investigating the Carnatic Debts, S. T. Goad,
Fort St. George, 21st March 1809. Henry Russell.

To the acting Chief Secretary to Government, Fort St George.

Sir,—We request that you will be so good as to obtain the orders of the Honourable the Governor in Council, for our being informed whether Mr. John Moss, who appears to have been in the service of the late Nabob Wallajah from the year 1771 to the year 1788 inclusive, was, during any part of the period comprehended between those years, either in the military or civil service of the East India Company; if so, whether he received any and what pay from them; whether he had the permission of Government, or of the Court of Directors, to enter into and continue in the service of the Nabob, and whether he was borne in the return of the regiment to which he was attached in the Company's service, as being employed with the Nabob.

We have the honour to be, &c.

Office of Commissioners (Signed) Wm Parker,
for investigating the Carnatic Debts, S. T. Goad,
Fort St. George, 21st March 1809. Henry Russell.

To the acting Chief Secretary to Government, Fort St. George.

Sir,—We request that you will be so good as to obtain the orders of the Honourable the Governor in Council, for our being informed whether Mr. George Burrows Clarke, who appears to have entered the military service of his Highness the Nabob Wallajah in the year 1774, was at that time either in the military or civil service of the East India Company; if so, whether he received any and what pay from them; whether he had the permission of Government, or of the Court of Directors, to enter into and continue in the service of the Nabob, and whether he was borne in the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob. We have the honour to be, &c.

Office of Commissioners (Signed) Wm Parker,
for investigating the Carnatic Debts, S. T. Goad,
Fort St. George, 28th March 1809. Henry Russell.

To the acting Chief Secretary to Government, Fort St. George.

Sir,—We request that you will be so good as to obtain the orders of the Honourable the Governor in Council, for our being informed whether Mr. Henry Price, who appears to have been in the service of the late Nabob Wallajah from the year 1775 to the year 1781 inclusive, was, during any part of the period comprehended between those years, either in the military or civil service of the East India Company; if so, whether he received any and what pay from them; and whether he had the permission of Government, or of the Court of Directors, to enter into and continue in the service of the Nabob, and whether he was borne in the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob. We have the honour to be, &c.

Office of Commissioners (Signed) W. Parker,
for investigating the Carnatic Debts, S. T. Goad,
Fort St. George, 30th March 1809. Henry Russell.

No. 3.

Fort St. George Public Cons. 4 April 1809.

To the acting Chief Secretary to Government, Fort St. George.

Sir,—We beg leave to request that the Honourable the Governor in Council will be pleased to issue directions, that information be furnished to us by the proper offices on the following points:

Whether the late Mr. Claude Christian Klauman, who it appears entered the military service of His Highness the late Nabob Wallajah on the 1st December 1780, and continued in it till the 31st of March 1788, was, during that period of time, either in the military or civil service of the Honourable Company; and if so whether he received pay from the Honourable Company, and what pay?

Whether, if Mr. Klauman was, during that period of time, in the military service of the Honourable Company, he had the permission of either of the Governments of Bengal or Madras for entering into or continuing in the service of the Nabob, or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 1st April 1809.

We have the honour to be, &c.
(Signed) W. Parker,
S. T. Goad.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to request that the Honourable the Governor in Council will be pleased to issue directions, that information be furnished to us by the proper offices on the following points:

Whether Captain Peter Davidson, who it appears entered the military service of his Highness the late Nabob Wallajah on the 1st of May 1770, and continued in it till the 1st of June 1782, was, during that period of time, either in the military or civil service of the Honourable Company; and if so, whether he received pay from the Honourable Company, and what pay?

Whether, if Captain Davidson was during that period of time in the military service of the Honourable Company, he had the permission of either of the Governments of Bengal or Madras for entering into or continuing in the service of the Nabob, or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 1st April 1809.

We have the honour to be, &c.
(Sigued) W. Parker,
S. T. Goad.

To the acting Chief Secretary to Government, Fort St. George.

Sir,

We beg leave to request that the Honourable the Governor in Council will be pleased to issue directions, that information be furnished to us by the proper offices on the following points:

Whether Mr. John Henry Crucifix, who it appears entered the military service of his Highness the late Nabob Omdut ul Omrah on the 16th May 1793, and continued in it till the 24th of September 1797, was, during that period of time, either in the military or civil service of the Honourable Company; and if so, whether he received pay from the Honourable Company, and what pay?

Whether, if Mr. Crucifix was during that period of time in the military service of the Honourable Company, he had the permission of either of the Governments of Bengal or Madras for entering into or continuing in the service of the Nabob, or was borne on the Return of the regiment to which he was attached in the Company's service, as being employed with the Nabob?

Office of Commissioners
for investigating the Carnatic Debts,
Fort St. George, 1st April 1809.

We have the honour to be, &c.
(Signed) W. Parker,
S. T. Goad.

Resolved, to acquaint the Commissioners for investigating the Carnatic Debts, that the Board has ordered the Records to be searched, agreeably to their request conveyed in the foregoing applications.

No. 4.

Copy of the INSTRUCTIONS of the Governor in Council at Fort St. George, directing the Company's Law Officers to defend *Roya Reddy Row*, indicted for a Conſpiracy and Cheat; *John Batley*, indicted for Perjury; and also, *John Batley* and *Roya Reddy Row*, for a Conspiracy and Cheat.

Extract of Fort St. George Public Consultations, the 17th August 1808.

(Diary)

Fort St. George Public Cons. 17 Aug. 1808.

SENT the following Letter to the Solicitor for the Honourable Company.

Sir,

I AM directed by the Honourable the Governor in Council to enclose the copy of a Letter from the Commissioners for Investigating Claims against the late Nabobs of the Carnatic; and to acquaint you, that it is considered proper that Reddy Row should receive the assistance of the Law Officers of the Company, in his defence against the charge of Forgery, which has been preferred against him.

I am, &c. &c.

Fort St. George, 17th August 1808.

(Signed) *G. Buchan*, Chief Sec. to Gov.

To the Solicitor for the Honourable Company.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your Letter of the 28th instant; and to acquaint you, that it is considered proper that the Company's Law Officers should defend Mr. Batley and Reddy Row against the Indictments with which they have been charged.

I am, Sir,

Fort St. George, 31st December 1808.

Your most obedient servant,

(Signed) *G. Buchan*,

Chief Secretary to Government.

No. 5.

Copy of the INSTRUCTIONS given to Mr. Saunders, a Civil Servant of the Company, who was sent to Manargoody after the conviction of *Roya Reddy Row* and *Anunda Row*, for the purpoſe of collecting evidence produced on the Trial of *John Batley* for Perjury.

To Mr. W. Saunders.

Sir,

1. I AM directed by the Honourable the Governor in Council to enclose, for your information and guidance, the copy of a Letter from the Company's Solicitor, and to acquaint you that you have been selected for the fulfilment of the Mission therein mentioned.

2. You will accordingly proceed with all practicable dispatch to the Villages of Manargoody and Chillumbrum, in the southern division of Arcot, and ascertain, by local enquiry, the points mentioned in the enclosed Letter.

3. I enclose, for your information and guidance, under a flying seal, a Letter which has been dispatched to the Collector of the Division, and you will, previously to your departure, have a verbal communication with the Company's Solicitor,

No. 5.

Fort St. George Public Cons. 17 Aug. 1808.

respecting any detailed points to which it may be advisable that your attention should be directed.

I am, Sir,
Your most obedient servant,
(Signed) *G. Buchan*,
Chief Secretary to Government.

Fort St. George,
24th December 1808.

To the Chief Secretary to Government.

Sir,

I HAVE the honour to inform you, that by information just communicated to me by Reddy Row and Anunda Row, the inhabitants of Manargoody appear to have given a Moocheelka or Declaration to the Amuldar Narrain Pillay, which negatives Anunda Row's ever having been employed in that village, and that is in direct opposition to the statement made to Mr. Ravenshaw as proceeding from Narrain Pillay, and also to the whole of the charge against the two Defendants Reddy Row and Anunda Row. As this point becomes most essential to the approaching trials, the Advocate General thinks it highly advisable that some confidential person acquainted with the native languages, should forthwith be sent to Manargoody and Chillumbrum, for the purpose of procuring information, and sending to Madras such persons as may appear to him necessary to support the fact. To prevent any possible interference of the Amuldar, the Advocate General thinks it will be necessary that the Collector should be ordered immediately to remove him, which it is understood may easily be done, and without any injury, by an exchange from his Office in that place; and that orders should be given by the Collector, to the inhabitants to attend and give information to the gentleman to be sent down, and that such persons as he may direct, be forthwith desired to proceed to Madras under the authority of the Collector. It is also material that the original communication of Narrain Pillay to Mr. Ravenshaw should immediately be forwarded to Government, and also the Moocheelka or Declaration of the inhabitants to have been given by him to Narrain Pillay, as soon as the same can be obtained, if it is not in the possession of Mr. Ravenshaw.

As the Sessions are appointed for the 4th January next, and as information of the signing the Moocheelka has only just been communicated, it is important that no delay should take place in the departure of the gentleman to Manargoody, and in forwarding the necessary directions to the Collector, whom it may also be expedient to caution not to communicate any of the instructions which may be sent to him on this business pending the enquiry, except to the parties concerned.

Fort St. George,
24th December 1808.

I have, &c. &c.
(Signed) *Rt Orme*,
Solicitor to the Hon. Com.

To the Collector of the Southern Division of Arcot.

Sir,

1. THE Honourable the Governor General in Council having judged it proper, on the recommendation of the Company's Solicitor, to depute Mr. Saunders to the villages of Manargoody and Chillumbrum in your division, for the purpose of ascertaining certain points materially connected with the pending trial of Reddy Row and Anunda Row, I am directed to desire that you will facilitate the object of this deputation by every means in your power.

2. It has been stated that the inhabitants of Manargoody gave a Moocheelka or Declaration to the Aumildar Narrain Pillay, to the purport that Anunda Row never was employed in that village, but that information to a different effect is supposed to have been conveyed by the Aumildar. The Governor in Council desires that the Moocheelka may be delivered to Mr. Saunders, as also the original communication made by the Aumildar to your cutcherry.

3. The Governor in Council desires that the inhabitants of Manargoody and Chillumbrum may be required to attend Mr. Saunders on his summons, and that such of the inhabitants as he may name may be directed to proceed to the Presidency as witnesses.

4. The Governor in Council further desires that the Aumildar Narrain Pillay may be immediately transferred to a station distant from that in which he is now employed, and you will be careful to make no communication on the subject of

the instructions which you have now received, excepting as far as may be necessary to the parties concerned. No. 5.

I am, Sir,
Your most obedient servant,
(Signed) *G. Buchan*,
Chief Sec. to Gov.

Fort St. George,
24th December 1808.

To the Collector of the Southern Division of Arcot.

Sir,

I AM directed by the Honourable the Governor in Council to acquaint you, that it was not the intention of the Instructions addressed to you on the 24th instant, that the Aumildar of the village of Manargoody should be permanently removed from his station, but he may be permitted to return so soon as the enquiry of Mr. Saunders is completed.

I am, Sir,
Your most obedient servant,
(Signed) *G. Buchan*,
Chief Sec. to Gov.

Fort St. George,
29th Dec. 1808.

No. 6.

RETURN to the Order of the Honourable House of Commons, dated the 21st February 1811, requiring Copy of any Letter or written application to the Governor in Council, of 1,300 STAR PAGODAS, more or less, to defray the expenses of the said Mission to Manargoody; together with a Copy of any Minute, Order, or Letter to the Commissioners appointed to consider the Claims against the NABOBS of the *Carnatic*, in consequence of such application.

Extract of Fort St. George Public Consultations, the 23d June 1809. No. 6.

READ the following Letter from the Honourable Company's Solicitor to the Chief Secretary to Government.

Fort St. George Public Cons. 23 June 1809.

Sir,

Para. 1. IN the defence of Mr. John Batley and Roya Reddy Row, on the late Prosecutions, it is already known to the Honourable the Governor in Council, that it was necessary to procure the attendance of a number of witnesses from Manargoody and Chillumbrum, to disprove the fact of Anunda Row being employed in the Cutcherry at the former place, at the time alleged by the Prosecutors of the Indictments against Mr. Batley and Roya Reddy Row. To induce these people to come to Madras, and to provide for them during their stay, and on their return, Roya Reddy Row has been obliged to make advances to them, and he has incurred other expenses in sending persons from Madras to Manargoody and Chillumbrum, to collect and bring down the witnesses, and in payments to witnesses resident in Madras, whose attendance on the late trials was necessary; the whole of which amounts to Pagodas 1,376. 31. 20. as will appear by the enclosed Statement delivered by Reddy Row. To make these advances, Reddy Row acquaints me that he has been obliged to borrow money, and being now pressed to repay the same, has desired me either to pay the above sum, or to submit the same for consideration of the Honourable the Governor in Council.

2. In all cases in which I am instructed by Government to defend at their expense, I consider it my duty to pay, and do pay all reasonable charges that a party incurs about such defence; but, in the present case, as the sum is large, I have preferred submitting this application of Reddy Row for the consideration and orders of the Honourable the Governor in Council: and if his Lordship in Council

No. 6.

Fort St. George Public Cons. 23 June 1809.

Council shall determine that the reasonable expenses of the witnesses shall be paid, the amount thereof may be submitted to and ascertained by the Civil Auditor.

3. Since I last sent in for payment of the money expended by me for the Honourable Company, demands have been made on me by the Sheriff, to the amount of Pagodas 86. 13. for the expenses attending the special juries and witnesses summoned on the trials of Mr. Batley and Reddy Row; and I have therefore to request that an order may issue to enable me to discharge that sum to the Sheriff.

Fort St. George,
20th June 1809.

I have the honour to be, Sir,
Your very obedient servant.
(Signed) *R. Orme*,
Solicitor for the Hon. Company.

STATEMENT of Money paid by Roya Reddy Row to the Witnesses subpœnaed to attend the Supreme Court, on the late Trials, from the 12th Maurgly (24th December 1808) to the 27th Tye 1218 Fusly, (16th February 1809.)

	Pags.	F.	C.	Pags.	F.	C.	Pags.	F.	C.
Head Inhabitants of Manargoody.									
Cash paid on account of Chookalingapilly, viz.									
Paid hire to 10 Dooley bearers travelling from Manargoody to Madras (distance 17 gow or miles) at ¼ rupee each bearer per gow, is 4¼ rupees per man; for 10 bearers, 42½ rupees, - or	12	—	—						
D° batta for the bearers, at nine fanams per day, for 7 days journey, is 63 fanams - - - - - - or	1	18	—						
D° - - d° for d° during their employ at Madras, for 38 days, at nine fanams, per day, is 342 fanams, - - or	7	27	—						
D° hire and batta to 10 Dooley bearers returning to Manargoody, at the above rate - - - - - - -	13	18	—						
D° batta to Chookalingapilly and seven men, at 2½ pagodas per day, for 45 days	112	—	—						
				146	18	—			
Cash paid on account of Kishna Reddy, viz.									
D° hire and batta to 10 Dooley bearers travelling from Manargoody to Madras, also during their employ at Madras, and from thence returning to Manargoody, at the above rate -	34	18	—						
D° batta to Kishna Reddy and seven men, at 2 pagodas 5½ fanams per day, for 45 days - - - - -	95	22	40						
				129	40	40			
D° on account of Jyah Wyah, paid hire and seven days batta to 10 Dooley bearers travelling from Manargoody to Madras, at the said rate -	13	25	40						
Paid hire and batta to 10 Dooley bearers returning to Manargoody, at the said rate - - - - - - -	13	25	40						
D° batta to Jyah Wyah and three men, for 45 days, at ¾ pagoda per day	32	39	—						
D° hire, for going and returning from the coast - - - - -	7	—	—						
				67	—	—			
D° on account of Subhaputty Jyah, viz.									
Paid hire and seven days batta to ten Dooley bearers travelling from Manargoody to Madras, at the above rate	13	25	40						

(coutinned.)

No. 6.

Fort St. George Public Cons. 23 June 1809.

	Pags.	F.	C.	Pags.	F.	C.	Pags.	F.	C.
Paid hire and 7 days batta to 10 Dooley bearers returning to Manargoody -	13	25	40						
D° batta to Subhaputty Jyah, from 1st Alpissey (15th October 1808) to 27th Tye 1218 Fusly, (6th February 1809) 115 days, at 1 rupee per day, 115 rupees, or - - - - -	32	39	—						
				60	—	—			
D° on account of Teal Naig, viz. Batta for 115 days, from 15th October 1808 to 6th February 1809, at 4 fanams per day - - - - -	10	10	—						
D° batta to Rylas Jyah and one man, for 45 days, at 10 fanams d° - -	10	—	—						
D° to Beerabudra Pillah and one d° for d° at 11 fanams d° - - -	11	—	—						
D° to Ramalinga Reddy and two d° for d° at 15 fanams d° - - -	15	—	—						
D° to Tyapah Reddy and one man, for d° at 12 fanams d° - - -	12	—	—						
D° to Narrain Jyaingar and one man, for d° at 8½ fanams d° - - -	8	22	40						
D° to Chittumber Pillah and two men, for d° at 15 fanams d° - - -	15	—	—						
D° to Anyay Pillah and one man, for d° at 11 fanams d° - - - -	11	—	—						
D° to Arnachella Pillah and two men, for d° at 15 fanams d° - - -	15	—	—						
D° to Soobroy Pillah, for d° at 6 fanams d° - - - - -	6	—	—						
D° to Ramanoojay Jyaingar and one man, for d° at 10 fanams d° - -	10	—	—						
D° to Hahoobul Jyah and one man, for d° at 8 fanams d° - - - -	8	—	—						
D° to Shew Chittumber Pillah and three men, at 25 d° - - -	25	—	—						
D° to Ruthrupey Naig and one man, for d° at 5½ fanams d° - - -	5	22	40						
D° to Sunker Narrain Pillah and three men, for d° at 25 fanams d° - -	25	—	—						
D° to Verunath Padachee and one man, for d° at 7 fanams d° - -	7	—	—						
D° to Trimal Padachee, for d° at 6 fanams d° - - - - - -	6	—	—						
				200	10	—			
D° batta to Periah Sawmy Pillah and one man, at 7 fanams per day, for forty-five days - - - - - -	7	—	—						
D° to Erchy Pillah, at 6 fanams d° - - d°	6	—	—						
D° to Naut Curnum Sawmy Pillah and one man, at 7 fanams d° - - d° -	7	—	—						
D° to Cutpuddy Subidar and one man, at 8 fanams 10 ch. d° - - d° - -	8	5	50						
D° to Loobrow and one man, at 10 fanams per d° - - d° - - - - -	10	—	—						
D° to Rama Sawmy Jyah 2 Pushkar, and one man, at 12 fanams d° - - d° -	12	—	—						
Paid batta to Vencatachella Naig, at 3 fanams 10 ch. per d° - - d° - -	3	5	50						
D° to eight Peons, at 2 fanams each per day, forty-five days - - -	16	—	—						
D° to Koonjee Maida Acharee, at 2 fanams per d° - - d° - - -	2	—	—						
D° to Ram Chender Acharee, at 2 fanams per d° - - d° - - - - -	2	—	—						
D° to Ram Naig, at 6 fanams d° d° - -	6	—	—						
D° to Wyahpooree Pillah and one man, at 8 fanams per d° - - d° - -	8	—	—						
D° to Chookalingum, &c. - - -	4	—	—						
				91	11	20			
Total cash paid to the Inhabitants of Manargoody - - - - -	-	-	-	-	-	-			694 34 60

No. 6.

Fort St. George Public Cons. 23 June 1809.

Inhabitants of Chillumbrum, from 24th Dec. 1808 to 6th February 1809.	Pags.	F.	C.	Pags.	F.	C.	Pags.	F.	C.
Cash paid on account of Davary Pillah, viz.									
D° hire to ten Dooley bearers travelling from Chillumbrum to Madras, 15 gow (miles) at ¼ rupee per man each gow, is 3¾ rupees per man; for 10 bearers, 37½ rupees	10	32	—						
D° six days batta for d° - - d° at nine fanams per day, 54 fanams	1	9	—						
D° batta to Davaroy pillah and three men, at 13 fanams 10 ch. per day, for 45 days	13	4	—						
				25	—	—			
D° - - d° to Kishniah and one man, at 11 fanams per day, 45 days	11	—	—						
D° - - to Soobiah, at five fanams per d° for d°	5	—	—						
D° - - to Rajoo Chitty, at three fanams per d° for d°	3	—	—						
D° - - to Wootumber Pillah, at three fanams per d° for d°	3	—	—						
D° - - to Anundy Pillah, at two fanams per d° for d°	2	—	—						
D° - - to Thella Govindoo Naig, at two fanams per d° for d°	2	—	—						
D° - - to Govindapah Naig, at 3¾ fanams per d° for d°	3	22	40						
D° - - to Culpoor Shaishiah, at five fanams per d° for d°	5	—	—						
				34	22	40			
Cash paid on account of Coopiah, viz.									
D° hire to 10 Dooley bearers travelling from Chillumbrum to Madras, and going back to Chillumbrum, altogether 30 gow, at ¼ rupee per head each gow, is 7½ rupees per bearer; for 10 bearers, 75 rupees, or per pagodas	20	—	—						
D° 12 days batta to d° - - d° for travelling to and from Madras, at 9 fanams per day, to 10 bearers	2	18	—						
D° batta to Coopiah and 2 men, at 17 fanams per day, for 45 days	17	27	—						
				40	—	—			
D° - - d° to Vencatrow and three men, at 20 fanams per day, for d°	20	—	—						
D° - - d° to Narrian Jyaingar and three men, at 23½ per d° for d°	23	22	40						
D° to Ponambullum Pillah and 1 man, at 13 d° for d°	13	—	—						
D° to Mootiah and two man, at 16 fanams per d° for d°	16	—	—						
D° to Shaish Jyah and two men, at 15 fanams per d° for d°	15	—	—						
D° to Ramiah and two men, at 14 fanams per d° for d°	14	—	—						
D° to Mootiah Samiah, at three fanams per d° for d°	3	—	—						
D° to Cauzee, at 5 fanams per d° for d°	5	—	—						
D° Kuttul and one man, at 10 fanams per d° for d°	10	—	—						
D° to Ponambul Naig and one man, at 10 fanams per d° for d°	10	22	40						
D° to Soobroy Pillah, at five fanams per d° for d°	5	—	—						

(continued.)

No. 6.

Fort St. George Public Cons. 23 June 1809.

		Pags.	F.	C.	Pags.	F.	C.	Pags.	F.	C.
Cash paid to Una Sawmy, at 6½ fanams per day, for 45 days		6	22	40						
D° to Soobah, at five fanams per d° for d°		5	—	—						
D° to Pooniah Pillah, at 5½ per d° for d°		5	22	40						
D° to Chenmoyum Moodely Arnachellum Moodely, and 1 man, at 15 fanams per d° for d°		15	—	—						
					62	22	40			
Total Cash paid to the inhabitants of Chillumbrum								266	22	40
Witnesses residing at Madras.										
Cash paid on account of Vencatarow.										
D° hire to 10 Dooley bearers travelling from Chillumbrum to Madras, 15 gow, at ¼ rupee each man per gow, being 3¾ rupees per man; for 10 bearers	Rupees. 37½									
D° - - d° to 10 Dooley bearers travelling from Madras to Manargoody, and returning to Madras, altogether 34 gow, at ¼ rupee each man per gow, is 8½ rupees per man; for 10 bearers	85									
D° - - d° - - d° travelling back again to Chillumbrum, 15 gow, at d° - - d° - - 3¾ rupees per head; for 10 bearers	37½									
	R° 160 or	45	32	—						
D° batta to 10 bearers, for six days journey from Chillumbrum to Madras, at nine fanams per day; to 10 bearers	Fanams. 54									
D° - - d° to 10 bearers from Madras to Manargoody, and returning to Madras, from 2d to 22d Maurgly 1218, Fusily ( ) journey 21 days, at nine fanams per day; for 10 bearers	189									
D° - d° - - d° travelling from Madras to Chillumbrum, six days, at d° - - d°	54									
	F° 297 or	6	27	—						
Paid to Vencatarow 118 days batta to him and three men, from 1st Alpissey to 30th Tye 1218 Fusily, at ½ pagoda per day		52	14	—						
		59	—	—						
D° hire, for going and returning from the Court		18	31	—						
					130	—	—			
Cash paid on account of Shaishgerry Row, viz.										
Paid hire to 10 Dooley bearers travelling from Madras to Managoody, and for returning to Madras, altogether 34 gow, at ¼ rupee per head each gow, is 8½ rupees per man; for 10 d° bearers, 85 rupees, or		24	13	—						
D° batta to d° - - d° from 9th to 22d Maurgly 1218 Fusily ( ) 14 days journey, at 9 fanams per day; to 10 bearers	F° 126 or	2	36	—						
		27	4	—						

(continued.)

No. 6.

Fort St. George Public Cons. 23 June 1809.

	Pags.	F.	C.	Pags.	R.	C	Pags.	R.	C.
Paid batta to Shaishgerry Row and three men, from 1 Alpissey to 30 Tye 1218 Fusly, being 118 days, at one rupee per day	33	32	—						
D° hire for going and returning from the Court for bearers	9	9	—						
				70	—	—			
Cash paid on account of Anunda Row, viz.									
D° hire to 10 Dooley bearers, in the same proportion, and for the same purpose as done to Shaishgerry Row	27	4	—						
D° batta to Anunda Row and three men, for 14 days, at ½ pagoda per day	7	—	—						
				34	—	—			
D° hire Dooleys and Bandies, &c. for Narrian Row and Muttesseddies of the Durbar to go and return from the Court, for sixty days, at two pagodas per day	120	—	—						
D° to Nursim Joesee, from 1st Alpissey to 27 Tye 1218 Fusily, 115 days, at six fanams per day	15	15	—						
D° -- d° to Muttum Shaiah Acharee, from d° -- to d° at d° -- d°	15	15	—						
D° -- d° Muttum Kenairee Acharee, from d° to d° at d° -- d°	15	15	—						
D° -- d° to Kurgunhully Shaiasha Acharee, from d° to d° at d° -- d°	15	15	—						
				181	15	—			
Total Cash paid to Witnesses residing at Madras							415	19	—
Grand Total							1,376	31	20

(Signed) *Roya Reddy Row.*

Resolved in consequence, that Letters, according to the following drafts, be dispatched to the Honourable Company's Solicitor, and to the Civil Auditor:—

To the Honourable Company's Solicitor.

Sir,

Para. 1.—I AM directed to acknowledge the receipt of your Letter of the 20th instant, and to acquaint you that the Honourable the Governor in Council has been pleased to sanction the expenses incurred in conducting the defence of Mr. John Batley and Roya Reddy Row, on the late Prosecutions in the Supreme Court.

2.—The Honourable the Governor in Council has also been pleased to sanction payment of the demands made by the Sheriff, to the amount of Pagodas 86, Fanams 13. (86. 13.) for expenses attending the Special Juries and Witnesses summoned on the same Prosecutions.

I am, &c.

Fort St. George,
23 June 1809.

(Signed) *A. Falconar,*
Chief Secretary to Government.

To the Civil Auditor.

Sir,

I AM directed by the Honourable the Governor in Council to transmit to you the accompanying copy of a Letter from the Honourable Company's Solicitor, and of the reply; and to desire that the amount of the expenses therein mentioned may be paid and debited to the fund appropriated to the debts of the late Nabobs of the Carnatic.

I am, &c.

Fort St. George,
23d June 1809.

(Signed) *A. Falconar,*
Chief Secretary to Government.

No. 7.

Copy of the TRIAL,—THE KING, on the Prosecution of *Avadanum Paupiah Braminy*, against *Roya Reddy Row* and *Anunda Row*, for a Conspiracy.

[THE other Trials, required by this Order, (to wit, THE KING against *John Batley*, for Perjury; and, THE KING, on the Prosecution of *Venagum* against *Batley* and *Roya Reddy Row*, for a Conspiracy and Cheat;) have not yet been received in England.]

FORT ST. GEORGE,
November—December 1808.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

PROCEEDINGS at the SESSIONS of Oyer and Terminer and General Gaol Delivery, held at Fort St. George, on Thursday the 10th November 1808, and continued by subsequent Adjournments to the 9th December following; on the TRIAL of Indictment, THE KING, on the Prosecution of *Avadanum Paupiah Braminy* against *Reddy Row* and *Anunda Row*; for a Conspiracy and Cheat.

THURSDAY, 10th November 1808.

Thursday 10 Nov. 1808.

THE Case, in behalf of the prosecution, was opened by Mr. Marsh;—who stated, The charge against the Defendant, as it appears from the Indictment*. That the prosecution was carried on by several individuals.—That the objections to the validity of the claim set up by Reddy Row on the bond for 38,500 pagodas were,—1st The impossibility of the existence of such a claim and such a debt at the time stated in the claims; and—2d That it would be proved to be a forgery by two witnesses, who saw the forgery of the bond actually take place, whose evidence would be the most direct and positive that the nature of the case would admit of.

* See a Copy of the Indictment, in the Appendix, marked —A.—

He admitted that the principal part of the evidence to be adduced for the prosecution (independently of the evidence of the actual forgery) was circumstantial, but he insisted that in general such sort of evidence was the strongest.

On the first of his objections as to the impossibility of the existence of such a claim, the circumstances to be adduced in support of it were many; viz.

It appeared that there was no mention whatever of such a claim in the cadjan or treasury dufters, which had been kept with perfect correctness—But that an entry did appear in the dustgardon dufters, though he stated that those dufters were mere transcripts of what is to be found in the treasury, and therefore the conclusion as to the entry of the bond in question in the dustgardons dufters was, that it had been interpolated.

It would appear that Tremal Row, the head sheristadar, had no entry in his accounts of this transaction; and that if it had been a genuine transaction, it would have been entered in the lifetime of Omdut ul Omrah, with the knowledge of Tremul Row.

He admitted that the transactions of 1797 in the treasury dufters were lost; that the bond should have been entered in the accounts for the year 1797 and 1798 when the bond was given, but that in 1798 Anunda Row, the defendant, who it is admitted wrote the bond, was not in the durbar service.—That it was notorious at the durbar, that those who kept the dustgardon dufters were alone the proper persons to draw bonds.—And that it would be shewn by the most satisfactory evidence, that the defendant Anunda Row was employed at Manargoody in 1797, and continued there for some time afterwards.

It would further be shewn that it was impossible, from the then situation in life of the defendant Reddy Row and his brother Royoo Anunda Row, that they could

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday, 10 Nov. 1808. *continued.*

together make such a loan as pagodas 38,500; that they had both been in confinement, and were in the greatest distress not long before the loan is stated to have been made, and that on their release from confinement they were under the necessity of borrowing 200 rupees.

It would be proved, that the defendant Reddy Row, after the death of Omdut, stated his claims on the Carnatic to arise on loans to the amount of eighty-seven thousand and odd pagodas, and to be owing to him in an open account, and that soon after Omdut's death, he applied to the present Nabob to assist him, but said nothing of the present claim.—That Reddy Row absconded or confined himself to his house for two years, in consequence of an action commenced by Venaigum Moodeliah, from whom he had borrowed money, and that if Reddy Row had then any bonds of the Nabob Omdut, it was natural to expect that he would have offered one as a security to Venaigum, and therefore all the bonds now held by Reddy Row, must have been manufactured subsequently to that time.

It was stated by the defendant, Reddy Row, in his claims before the Commissioners, that the money had been advanced to Ameer Ally Khan, the renter of Arcot, but that in truth no such advances were made, and the accounts were all made up by his successor; but that Reddy Row had produced accounts to the Commissioners, said to be those made out by or for Ameer Ally Khan, which were erased, and had every mark of suspicion about them.

The bond itself, upon the face of it, bears evidence of the imposture. It states, that the money had been borrowed "to serve the exigency of my affairs," which was a form never used at the durbar in drawing up bonds, and that the seal appeared at the bottom of the bond, when the invariable custom at the durbar was, that the seal should appear at the top of the bond.

He then concluded with stating, that in support of the foregoing circumstantial evidence, he could prove by the evidence of Beema Row, and Archella Row, that they were actually present, and saw the bond in question forged by the defendant Anunda Row, by the orders of Reddy Row.

WITNESS for the Prosecution.

1st. *Henry Russel,* esq. states, That he is one of the Commissioners for investigating the claims on the late Nabobs of the Carnatic.—That Reddy Row has preferred a claim for money due by the late Nabob Omdut ul Omrah, on a bond in favour of Gopaul Row, for 38,500 star pagodas, dated 11th, Suffer 1213, Hejire, or the 26 July 1798.

[Produced the original bond and translation*] That there is no other bond or claim of Reddy Row for that sum, in the name of Reddy Row.—That Anunda Row was stated to be the writer of the bond before the Commissioners; that it was so admitted by both defendants.—That the original sum of 38,500 star pagodas was stated to have been advanced by Gopaul Row to the Nabob, on account of Ameer Ally Khan renter of Arcot; of which sum 31,000 pagodas was stated to belong to his brother, Anunda Row, now dead, and the remaining 4,000 was also stated to be a sum belonging to Gopaul Row; 19,300 were paid to the Nabob, through Colonel Barrett, on the 11th September 1797 the remainder, 15,700 pagodas, were paid by Reddy Row to Colonel Barrett as follows;

* See the Translation in the Appendix, 152.

3,300	- - - - -	25 July 1797.
5,400	- - - - -	26 — —
2,000	- - - - -	30 — —
5,000	- - - - -	26 August.
15,700		

These sums appear to be advanced a year before the date of the bond.

That Reddy Row stated that the bond was written by Anunda Row, the other prisoner.—That it was not distinctly stated when the bond was written, but what might be inferred from the dates of the other papers connected with it—That nothing appears on the face of their proceedings, that any particular date was specified when the bond was written.—That they were inclined to infer that the bond was given on the day it bears date or thereabouts; that as far as they have yet gone they have found in general that the dates of the bonds, and the translations, are not coeval.—That accounts were *found* in which this transaction was entered, but none were

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday, 10 Nov. 1808. *continued.*

were *produced*; that the Commissioners were generally referred to accounts in support of the claim, but the witness cannot particularize any that were pointed out.—That the Commissioners found an account of the collections of the districts of Arcot, said to be transmitted by Ameer Ally Khan under the seal of Ameer Ally Khan, and bearing a mark purporting to be the sewad of Omdut ull Omrah the heading, 13 July to the 8 September 1797, is stated to be comprehended that he first saw that account a day or two after the investigation of the claim about the 12 July last.—That they took the account from the records of the durbar sent by the Nabob to their office; that the records so sent were contained in about thirty-nine leather chests.—That the witness cannot recollect who was present when this account was selected, but he presumes the same method was adopted in taking that account as in taking all others from the records.—That the witness does not believe that any one had access to these papers except in the presence of one of the Commissioners, or a confidential moonshee from Bengal; that he cannot say who had access to them before they came to the possession of the Commissioners.—That Reddy Row has been in constant attendance at the Commissioners office; that he has no fixed appointment in their office, but as being a person acquainted with the papers of the durbar.—That Reddy Row is partly acquainted with the Persian tongue, having often assisted the witness in translation.—That he may not be competent to write, but is sufficiently acquainted with Persian for the purpose of business. [Produces the accounts, said to be under the seal of Ameer Ally Khan].

See a Translation in the Appendix, 156.

States, That there are several alterations or erasures in it; some erasures at the bottom of the account; that the entry on the erasure pointed out to the witness, is on a component part of the sum total, amounting to 92,800 pagodas 8½ annas. The erasure is on the three items, but there is no erasure on the 92,800 pagodas. That the erasure is on a division of the component part; 50,000 paid in part, no erasure. That the balance of those two sums has an erasure; that it is stated, that of that balance 35,000 belongs to Gopaul Row; that there is an erasure on that entry; that the balance due to Jwana Naig, is 7,285 padagos 8½ annas also on an erasure, but that the balance of the whole has no erasure.—That he believes there does not appear any aggregate amount of receipts and expenditure.—That it is in the form of an account current; it is a sort of estimated account of the receipts and payments of the revenue.—That the whole of that account appears to be in the same hand-writing.—That the witness understands those accounts profess to be the accounts of Ameer Ally Khan, as renter of Arcot.—That the witness cannot say whether those accounts are the complete accounts, but that they appear to be from the dates.—That other accounts were found; that a paper was found in the records having the seward of the Nabob, and purporting to be an account current of the sum of 35,000 pagodas, advanced in the name of Gopaul Row, the balance of which account corresponds with the amount of the bond; that there is no specific date, but a calculation of interest up to the date of the bond to the 25th July 1798; that in that account there is an item of money paid back; that there is a subtraction of pagodas 291, as given back before the balance was struck; that the interest is calculated for ten months and five days.—That the Commissioners have not been able to trace the entry of that sum in any of the accounts of the durbar.—That the witness does not recollect any objection had been taken before the accounts of Ameer Ally Khan were found.

(Cross-Examined) That all the three Commissioners were appointed by the Governor General; that they are all acquainted with the Persian language.—That the witness has endeavoured to make himself acquainted with the mode of keeping accounts at the durbar.—That the Commissioners have arranged the dustgardon dufter; that as far as they could, they have made themselves acquainted with the original dufters, and those which are copies; that dufter means a register.—That at the time when the Commissioners received those records, they were accompanied by Mr. Batley, and were under lock and seal that the witness understood that generally they had been kept with some degree of caution.—That when the papers were sent, Reddy Row, Tremal Row and Coop Chind, were sent by the Nabobs to attend the Commissioners.—That after the claim was sent in, every thing was written down.—[Produces the deposition of Reddy Row before the Commissioners.]—That upon that statement the Commissioners examined into the truth of the facts therein stated.—That there was no part of the statement given by Reddy Row, that was not supported by evidence.—That the papers produced are only a small part of those found by

See Copy in the Appendix, 152.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday, 10 Nov. 1808.
continued.
See Appendix 164.

by the Commissioners.—That the sum of 92,800 pagodas is not on an erasure, that it is money taken up for the Circar.—That the 42,000 pagodas is accounted for as being the amount of the claim of 35,000 pagodas, and that of Jevana Naick.—That Jevana Naick made a claim for that sum, viz. for 7,265 pagodas.—That in the account of Ameer Ally Khan there are other mistakes; there are erasures and insertions.—That the witness understood that it was very common to make such erasures, that the Commissioners were so informed by the officers from the durbar.—That Mr. Goad can state better than the witness, as to the appearance in other cases of erasure.

No. 2. The witness then produces the other documents in which this claim is referred to, and states that No. 2. was found in the records; that there is a sewal of the Nabob upon it; that a sewal is a question, but this is a statement; the witness then states the effect of the sewal; the sewal or mark of the Nabob is on it.

D° 165. No. 3. Is an account current.

D° ib. No. 4. Was found in the records, and purports to be a list of receipts from Lautours, for money paid to them.

No. 7. is a copy or draft of the bond found in the dusters; that witness believes it is not in Anunda Row's writing.

No. 8. is a copy of the bond to Jevanna Naig; that it was also found in the dusters.

D° 176. No. 22. found in the dusters; professes to be a list of 86 papers relating to transactions of Reddy Row. It is in the hand-writing of Vencata Row, who is dead; that there is one entry relating to the transactions with Gopaul Row, in which six papers are.

That the witness notices a sewad on it.—That during the examination of the claim, an objection was made by Mr. Light, on the part of Avadanum Paupiah. Upon that objection the Commissioners searched the dusters, to ascertain Anunda Row's service at the durbar.

D° 168. The witness produces a Persian paper, No. 11, found amongst the dusters. It purports to be a representation from Roya Anunda Row, of the want of an intelligent person, and recommends Anunda Row, the defendant. Entry in the duster of the paper is the 20th June 1797; and an order issued, that Anunda Row should be brought to the durbar to pay his respects.

D° 169. No. 12. is a grant of wages to Anunda Row, at 15 *pagodas per month*, dated 2d September 1799.

No. 14. is a copy of an order to one Roya Anunda Row, farmer at Vellore, for payment of pagodas (200) to Anunda Row, stated to be a servant of the Sirkar attached to Colonel Barrett.

D° ib. No. 13. is dated 24 May 1801, and is an application to grant a tunkah to Anunda Row, for payment of his wages.

D° 170. No. 17. Four receipts of Anunda Row, all bearing the Nabob's marks, for payment to him of salary, all dated in 1798; one of the 23d July, 1798; the others in January, August, and December 1798.

D° 174. No. 20. is a list of payments made to servants of the Nabob's, for Fusly 1207 and 1208, Higera 1213. The name of Anunda Row appears in all three; all three are signed by the Nabob, or with a mark professing to be the Nabob's.

D° 172. No. 18. is the hand-writing of Coop Chaund, which has an endorsement in the hand-writing of Anunda Row, the defendant, dated Fusly 1208.

D° 173. No. 19. is indorsed by Anunda Row, the defendant, and dated 5th Suffer 1213: The indorsement bears the date. Appears to be an account for 1206 Fusly.

No. 21. was found in the dusters. It purports to be a statement of monies borrowed by *Tremal Row*, in the hand-writing of the defendant, Anunda Row.

D° 166. No. 5. was found amongst the dusters. It is a representation from Reddy Row to the Nabob, to borrow money from Sircars on account of the kists—bears the Nabob's mark, dated 1st Rabee ul Saney 1215, or 22 August 1800.

D° 163. N° 9. is a proposal to the Nabob, that all bonds should pass through Colonel Barrett; on the top is an order from the Nabob, that Colonel Barrett should do as he chose, dated either in 1797 or 1798, indorsed by Anunda Row, the defendant.

That in examining the dusters, they found the cadjanas defective.—That several accounts were wanting, but the witness understands that some of them are recovered; they were found on Sooboo Row, who was confined for stealing them.—That the whole month's account of the cadjanas dusters are missing.—That the receipts from Mr. Lautour's house have not been found.

No.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday, 10 Nov. 1808. *continued.*

No. 16.—was found in the dusters; purports to be a paper in the hand-writing of Coop Chund, addressed by Colonel Barrett to the Nabob, proposing that for the sake of regularity all sums taken up should be entered in the cadjana; it is indorsed in the Nabob's own hand-writing. That it was pressed on an objection to this bond, that it did not appear to be in the cadjana; that this paper has been discovered within these few days, that it bears no date.—That upon that objection to the bond being made, the Commissoners went at some length into the subject, and received the evidence in support of the claim.—That the Commissioners did come to conclusion, and reported their opinion certainly under the full conviction that it was a conspiracy.

(Re-Examined). That the expression the Commissioners used was, that it was a conspiracy; they thought at first it was only perjury, but afterwards they were satisfied that it was a conspiracy.—That no steps were taken towards a prosecution until the opinion of the law officers was taken.

(Cross-Examined.) That the Commissioners had formed their opinion as to the perjury and conspiracy, and only wrote for the advice of the law officers as to the chance of succeeding in carrying on the prosecution.

2d. *William Abbott*, esq. Was the next witness produced; but as the evidence he gave was admitted by the counsel for the prosecution not to contain any facts material to the prosecution, it was all struck out of the notes of the Judge, and consequently the counsel for the defendants was not allowed to cross-examine this witness.

3d. *Mocdoopatty Tremul Roy*, states, That he is a sheristadar at the durbar; that he was sheristadar for three districts.—That he was examined on the subject of a claim of Reddy Row before the Commissioners; that it was reduced to writing.—That he was examined concerning the entry of this transaction in the accounts.—That he was in office in 1797 and 1798.—That if any money is borrowed or received, it is entered according to custom; that it is entered in the cajana; if relating to the districts, it is so described and entered in two different dusters, the dewannee and cajana dusters.—That if any money is borrowed from the talooks, it must go into the cajana.—That the mootseddies made the entries in the cajana accounts, and witness examined them.—That when he sees the account of payments made, he knows it; that after three or four months the accounts were made out, and they used to be shewn to him to be examined; this was at the close of every month, or two months.—That the accounts are kept at the durbar with great regularity, and comprehend small and large entries.—That he has examined the cadjana dusters with reference to the 38,500 pagodas, but that sum did not appear in the cazana accounts; that the 291 pagodas ought to have been there.

FRIDAY, the 11th November.

Friday, 11 Nov. 1808.

Moodoopatty Tremul Roy, [his examination continued.]—That the items in the duster, called dustgardon, are items of money borrowed from different persons.—That the word dustgardon imports borrowing money; this duster contains no other items.—That if any money is paid, that item is entered in the cadjana accounts.—That sometimes the money borrowed is entered in the dustgardon, sometimes in the cadjana, and sometimes in neither of them.—This is money borrowed.—That if the Nabob should please to mention that money was borrowed, it was entered; but if not mentioned by the Nabob, it was not entered.—That as soon as money is borrowed, it depends on the Nabob to entrust the money to different officers.—That sometimes the Nabob kept the money in his own charge, otherwise he ordered it to be paid to certain persons, and sometimes it was kept in the treasury.—That if money is paid into the treasury, the person in care of it makes the entry.

That was the case, that the Nabob did take loans into his own hand in the first instance.—That it is impossible for him to give any particular account of those loans—That he knows that the Nabob received money, and kept it, but cannot give an instance.—That during the Omdut's time, he used to keep money borrowed; that the witness can't give any instance, but knows that the Omdut did keep money in his own charge.—That the general custom was to make entries in the books.—That the dustgardon duster was made out from the sums borrowed, and paid into the treasury; that is the nature of the account of the dustgardon.—That the witness did not belong to the dustgardon duster department.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday 21 Nov. 1808. *continued.*

Appendix, 165.

When the accounts of the dustgardon came to him, he used to peruse them for the purpose of comparing them.—That the witness was sheristadar for three different districts; viz. Tinnevelly, Madura, and Trichinopoly.—That sometimes in the urgency of the business, he used to examine the dustgardons; cannot say it was once a year; sometimes during the whole year they did not come to him, sometimes more than a year and a half, sometimes it was two years.

[The Account Current, No. 3, produced to the witness.]

That this paper relates to the claim in question.—That it was made out in the Omdut's time, but not with the knowledge of the witness.—That although the witness was not present, there was a conversation as to this account; that he can't say as to this account.—That there was a conversation about Reddy Row's borrowing money in Omdut's time; that the conversation on the subject passed between Reddy Row and Colonel Barrett.—That he did not see that paper, but there was a conversation on the subject.—That he cannot positively say that that paper is the one then made out.—That the conversation passed when Colonel Barrett was dewan; that it passed after Reddy Row came from Chundergeory; that Colonel Barrett was dewan, and this conversation passed about three or four years previous to the death of the Nabob.—That as Reddy Row was peishcar, he might have got that paper without coming to the knowledge of the witness.—That it is impossible for him to state how the account current of those transactions were made out when the Nabob received the money, and did not enter it; that it would appear in the same manner as it ought to appear, that the Nabob was present and used his own pleasure; that it would appear in the accounts of dustgardon.—That if the Nabob was disposed to give a bond for money received by himself, he would mention that he had borrowed a sum of money, first to the dewan, then to the peischar, and then to the officer of the dustgardon.—That after the bond was executed, it would in that case be entered in the cadjana account.—That that was for the purpose of the dustgardon and cadjana agreeing, but that there are other reasons; the officers of the dustgardon enter that the bonds are given for such a sum of money, and the cadjana contains the accounts of such bonds.—That the last time he saw the Account, No. 3, was at the office of the Commissioners; that he does not recollect seeing it previously.—That Reddy Row was the head peischar and sheristadar, and the only person who will answer the question, who were the mootseddies in the office where this account was kept; that *Reddy Row was denominated Hindowee Sheristadar;* that the witness does not know who were the mootseddies in the department in which that account was kept.—That if the Nabob should be borrowing money, the cadjanadar ought to make out an account current. In Omdut's time, Appoo Row was the cadjanadar.—That in Omdut's time bonds sometimes were made out by the cadjanadar, but oftener by the officers of the dustgardon, but the Nabob used to employ any other officers.—That the officers of the dustgardon, in the time of Omdut, were Soondaree Row and Runga Row, and they have been there since; that office is not under him, the witness; that he knows their hand-writing.

[The bond produced to the witness]—That that bond was not written by Runga Row or Soondara Row.—That the bond is according to the usual form in which bonds are framed; that there are words in that bond, "urgent occasions;" that unless there is some reason for it, those words do not usually occur in bonds; that he knows no other.—That some bonds state "my occasions", others "on my urgent occasion;" that he cannot specify any particular bonds in which those words are introduced. That the seal was sometimes affixed at the top, but sometimes the Nabob would affix it any where.—That there are instances of bonds being given for money *paid* to the Nabob, but he cannot name them; that the general rule was to enter money in the accounts.—That he is not employed in that department in which accounts sent by Ameer Ally Khan would be deposited; that the witness might or might not know of such accounts being sent.

When such accounts were sent, it was the duty of the sheristadar of Arcot and of Reddy Row to examine them.—That Chinny Reddy Row was the sheristadar of Arcot; he is living.—That Reddy Row's daughter was given in marriage to Chinna Reddy Row's son.—That he knows the defendant, and has known Reddy Row from the time of the great Nabobs.—That he remembers the confinement of Reddy Row and his brother, by Walajah, at Chundernagary near Chittoor; thinks it is fifteen or sixteen years ago, it was about three or four years before the death of Walajah. They continued confined during Walajah's life, and were released in the time of Omdut.—That the witness remembers their coming to Madras afterwards. It was about

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday 11 Nov. 1808. *continued.*

about twelve years ago, it was in the second year after the death of Walajah. It was in Fusly 1206, about three or four months subsequent to the commencement of that year.—That Reddy Row came into the service of the durbar as soon as he arrived.—That Reddy Row used to go to the Nabob; that about two months subsequent to that he was re-instated.—That he was re-instated as head sheristadar, and soon afterwards he was honoured with the office of peishcar.—That Anunda Row was the head sheristadar; but the whole business was managed by Reddy Row, as well in Walajah's time as in Omdut's time.—That he remembers Anunda Row going to Tinnevelly..

That Anunda Row's death he does not recollect.—That he knows Anunda Row the defendant; that he knows he was in the service of the durbar; Colonel Barrett was the dewan; the defendant was with him. He was always under Colonel Barrett and under his command; that it was understood that what was done by Colonel Barrett was the same as if done by the Nabob. That the Nabob entrusted into the hands of Colonel Barrett the whole of the concerns of the Carnatic, and what Colonel Barrett did was the same as if done by the Omdut.—That he knows Anunda Row was the moonshie to Colonel Barrett, that he cannot say when he first remembers Anunda Row being with Colonel Barrett, that he is not precise, but believes eleven years ago; that it was previous to the time when Colonel Barrett had his jaghire.—That he cannot say whether Anunda Row had any situation in the durbar.—That some accounts were entered, and some were not entered in the cadjana dufters; that one month's account was lost.—That he believes it is the accounts of the month of Rabee ul Aival 1212, which are missing; that is the same month in which the 35,000 pagodas was supposed to be advanced; that when the accounts were examined by the Commissioners, the month's accounts were found to be missing.—That the cadjana accounts were taken care of by the cadjanadars; other accounts were taken care of by the other officers.—That he believes there are some other accounts of other months lost; that he has examined these accounts at the Commissioners, but cannot state the months; that he can't say whether the accounts for the following year are complete.—That it has been the custom to keep the cadjana accounts during the times of the Nabobs Walajah and Omdut.

(Cross-Examined.) That the proposal of Colonel Barrett to have the cadjana more regularly kept did not come to his knowledge—That he remembers such a proposal, but it was not relished by the Nabob.

[No. 16. produced to the witness.] It is the hand-writing of Coop Chund, the head moonshee.—That the answer to it he believes to be the hand-writing of the Nabob, but on recourse to the moonshies it will be known. Cannot prove the Nabob's hand-writing, though it appears to be the Nabob's writing.—That the witness used to see the Nabob's writing, but cannot say; but he has no doubt of its being the Nabob's writing, because it was represented by Colonel Barrett.—That there was not much regularity in taking care of the accounts, and less during the time of the present Nabob.—That he does not know how the accounts are missing.—That he recollects when Sooboo Row and Vencata Marasoo were seized and brought to the Nabob's presence, for having removed some papers from the cadjana, and that they all confessed the fact, and such confession was taken in writing: that the witness was present.—That one or two months' accounts have been recovered; that there was some alteration in the accounts; that there was a bond or two inserted in them.—That in the course of the attendance of the witness on the Commissioners, he has observed several accounts to be missing.—That claims have been examined and passed by the Commissioners, although the accounts could not be found in the cadjana: that in particular, the arrival of Tinnevilly, 1190, in Mr. Doll's accounts, was not found.—That in the course of the inquiries before the Commissioners, some of the accounts were found in one account, some in another.—That where money was lent directly to the Circar, it was first entered in the cadjana account.—That when money was paid on account of the talooks, it was entered in the dewannee.

[No. 3. produced to the witness.] It purports to be on account of money borrowed by Ameer Ally Khan from Gopaul Row; that that money is entered in the cadjana as a receipt.—That being a payment on account of Arcot, it ought to be first entered in the dewanny; and that all revenue affairs ought to be first entered in the dewanny. That this is considered a revenue payment; but that, if perfect regularity had been observed, it ought to have been entered into the cadjana also.—That the amount

Appendix, 165.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 11 Nov. 1808. *continued.*

Appendix, 165.

amount of the account is 38,500 pagodas.—That if the 291 pagodas had been paid; in that case it ought to have been entered in the cadjana also: but there was no necessity to enter this sum, it being a payment by the aumildar, as stated in the paper No. 3.—That Streenwaser Row was a sheristadar. He is dead. He was sheristadar of Ongole and other places. The witness knew him well; that he died about ten or eleven years ago.] That the witness knew his hand-writing. [Looks upon the Account Current, No. 3. That one of the endorsements is in the hand-writing of Streenwaser Row [the witness points it out], the translation of which is, "I understand it."

[No. 2. produced to the witness]—On the back of that the witness sees the hand-writing of Streenewaser Row.

Previous to the accession of the late Nabob, there was an order to make an endorsement of that kind, on being entered into the different dufters.—That it was the duty of the witness to see all dufters with reference to his own office.—That the witness has no business with the Arcot accounts.

That Coop Chund is the head moonshee, and there are several others.—That the defendant, Anunda Row, used to remain with the Nabob and with Colonel Barrett; witness is sure he used to be with Colonel Barrett, and wrote letters, &c. but cannot tell whether those are public accounts and papers of the durbar. That Anunda Row did not sit in the place with the witness; that the witness saw Anunda Row with Colonel Barrett; that he cannot tell whether he then considered Anunda Row as one of the public moonshies of the durbar, doing business with Colonel Barrett as dewan.—That the witness knows Roya Anunda Row's hand-writing.

D° D° 168. [Looks at No. 9.—It is Roya Anunda Row's hand-writing. It is an authority given to Colonel Barrett to make out bonds, about 11 or 12 years ago.

D° D° ibid. [Looks at No. 11.—It is the hand-writing of Roya Anunda Row.—It is signed by him; it is Gomastah Norrain Row's writing, that is, the body of it is in his hand-writing; that Roya Anunda Row died about 10 months before the late Nabob.—That the endorsement is dated 12 years ago, on the 24 Zelhaje, 1211 Higera, or 20 June 1797; that the Nabob's sewad is on it, that he cannot say it is the Nabob's.

There was a sheristadar named Vencatarow, of the Devanne dufter; he is dead; the witness knew his hand-writing.

D° D° 156. [Looks upon No. 1.—That the endorsement is in the hand-writing of Vencata Row.

D° D° 176. [Looks upon No 22.—It is a list of papers in the hand-writing of the same Vencata Row.—That he heard a conversation about the Soucars, with whom Reddy Row had money transactions; that it related to Reddy Row's borrowing money from the Soucars.—That if any of the servants of the durbar lent money to the Nabob, they used other names as the lenders, and took the bonds in the names of other persons.—That the witness had a bond from the Nabob in the name of a Soucar.

[Looks at No. 21.—It is a paper containing a list of the bonds belonging to the witness; it is in his own hand-writing.

4th. Buckshee *Runga Row*, states, That he is Buckshee Sheristadar; that his department is to pay wages to some of the officers at durbar; that there are other buckshees to pay wages in the army; that his father used to pay wages to those in high rank. That the witness assisted his father; his father did not pay money, he only made out an account of sums due; payments were made by cadjanadars, and sometimes by renters: that there were some moonshees appertaining to the department of his father, and some to others.—That the father of the witness used to pay to mootseddies and some moonshees; that the accounts of payments in his department are in the dufters.—That Anunda Row, the defendant, was not in the department.—That the witness does not know the other mootseddies, and moonshees were paid by Ramajee Row.—That the defendant, Anunda Row, was not to his knowledge a servant of the durbar during the time of Omdut.

(Cross-Examined.) The witness knows that the list of servants were made out to serve to a commission of Government.—That Banajee Row is dead.

[A paper No. produced.]—The name of Banajee Row is signed to it.—That it is an account of the money due to Anunda Row.—That there was a list of all mootseddies to whom arrears of pay were due.

[The list of servants produced to the witness.]

The signature of the witness annexed.

It

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 11 Nov. 1808, *continued.*

It is signed by all the buckshees.—That Anunda Row's name appears there.—That there is no date to it; it was made out at the same time as the other lists.

(Re-Examined.) That the witness signed his name as a list of the servants in his department; it was signed by the other buckshees.

5th. *Balajee Row* states, That he was an assistant to the deceased Banajee Row.—That his master and himself were employed in keeping an account of the servants of the durbar.—That he knows not where the accounts now are.—That the witness was in Banajee Row's service for ten years; that the witness does not recollect that Anunda Row was in the list of his department.

6th. *Roya Nunderam* states, That in Omdut's time he was in his employ; his business was to make lists of persons who enter into the employ of the durbar.—That whenever any person enters into the Nabob's service, the witness is employed in taking security.—That it was necessary that all servants should give security; that they signed a paper in the presence of the witness; that the witness was in the service of the Great Walajah and with Omdut till his death. That Anunda Row was not in the service of Omdut.

7th. *Tappul Chitty* states, That he was in the service of the Colonel Barrett in Omdut's time, as dubash, about fifteen or sixteen years previous to his death; that he remembers Anunda Row coming into the service of Colonel Barrett: that it was about eleven months or one year.—That the witness used to go to the durbar when sent for, about once a fortnight.—That during all that time he did not, to his knowledge, ever see the defendant Anunda Row in any employ.—That he saw Anunda Row about one year previous to Omdut's death; a jaghire was given to Colonel Barrett.—Anunda Row entered into his service at that time; the witness never saw Anunda Row before that time.—He never did see Anunda Row in any employ at the durbar, nor did the witness know he was there.—The servants of Colonel Barrett were sometimes paid by himself and by Mrs. Barrett, and by the witness; that the witness recollects two different times that he paid 10 pagodas to Anunda Row.

8th. *Mootoo Naig*, Jemidar, states, That he was in the employ of Colonel Barrett; he was orderly jemidar to Colonel Barrett. He was in the habit of attending when Colonel Barrett went to the durbar. He used to go to the durbar every day. He continued in the same service until the death of the Nabob, and of his master.—That the witness never saw Anunda Row at the durbar. That if Anunda Row had been in the service, the witness must have known him. That Anunda Row was in the service of Colonel Barrett, as his moonshie.

9th. *Roya Narrain Row* states, That he is in the service of Hussain ul Mulk, as duwannee peishcar; used to keep accounts: been in his service 34 years. That his master was renter of Arcot. That he succeeded Anwer Ally Khan. Anwer Ally Khan continued renter for one month and 28 days. He was not dismissed, but went away as soon as his master succeeded. That the witness was told so.—That Moontaza Hussain Khan was sent to carry on the Amuldarship after Hussain Mulk was renter.—That the witness saw the accounts of Anwer Ally Khan.—That by the direction of his master, he perused the accounts in the house of his master. That the reason for his perusing them was, his being head accountant. That the reason for his seeing them a second time was, that some people in arrears of pay desired his master to pay them; and that at the time of looking into their accounts, he happened to see the Arcot account: this was about four months ago. That after the witness had examined them, he put them with other accounts, and delivered them to his master. That afterwards he went to take out that account, but could not find it. That there is a copy of that account in the hand of Madura Row, sheristadar of Arcot. That as soon as he missed the account he acquainted his master, and his master informed him———[Stopped by the Court.]

That when the original accounts came, there was a copy made, but does not know who made the copy.—That the witness was at Mr. Anstruther's rooms, where Reddy Row also was, and he denied having got the accounts from Hussain ul Mulk.

10th. *Allah Ally Khan* states, That he is a house servant in the employ of Hussain ul Mulk; that he was sent with an account to Reddy Row, Anwer Ally Khan's account. He saw the indorsement. This was about three months ago.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 11 Nov. 1808.

That he does not know the occasion. That he would not know the accounts if he were to see them again; but that there was no seal upon them.

SATURDAY, the 12th November.

11th. *Cundy Row* states, That in Omdut's time he was vakeel to three persons, viz. Roya Rama Shashasgerry, Poniah Sauny, and to Madapully Shashagerry Row, renter of Nellore.—Consequently, his business was to wait constantly at the durbar, and when he received their kists, to pay them into the treasury. He continued as such vakeel until Omdut's death.—That he never saw the defendant, Anunda Row, at the durbar. That the first time he saw Anunda Row was at Colonel Barrett's, after he had the jaghire. That he was moonshee to write letters and transact affairs relating to the jaghire.—That he might be called a moonshee; but that if he had actually been in the service of the durbar, it would have come to the knowledge of the witness; but he was not in the service.

(Cross-Examined.) That he is without service; he was in the service of Mr. Garrow; that he is bail for Beem Row and Amarkilla Row; they requested him to become bail; he became bail not at the desire of any other person. That he used to go to Colonel Barrett; sometimes he was in his room, at other times at the cutcherry.

12th. *Cooshee Lalah* states, That he was a moonshee during all Omdut's time, and was in constant attendance; that he never saw Anunda Row at the durbar; that once he had occasion to go to Colonel Barrett, and saw him, but not afterwards; that was about six or seven months previous to Omdut's death; that if Anunda Row had been in the service of the durbar, he must have known him; he knows some, but not all the servants of the durbar.

13th. *Syed Hussanadeen Khan* states, That he is general vakeel belonging to Zilla Verdachillum.—That he was the manager of Chillumbrum in Omdut's time; that he recollects the year was 1207, but not whether it was the end or beginning of the year; it was the beginning of the year; it was at the end of that year the witness quitted it.—In 1205 and 6 he was amildar just before the death of Wallajah, about seven or eight months before the death of Wallajah; he was removed on the accession of Omdut, and afterwards appointed; he continued till 1205; that he continued ten or fifteen days short of a year; that he was at Chillumbrum when he was a second time appointed; that he does not recollect whether he was at Chillumbrum in 1206, but he was then in 1207 Fusly; that from 1207, he continued one month more or less than a year.—That he knows the defendant, Anunda Row, and saw him there in 1207 Fusly; the witness used to see him there; that the witness resided at Bavanjary; he was one of the servants; he was not a cutcherry servant; *Vittul Row* and *Sam Row* were; and the defendant, Anunda Row, used to come with them to the cutcherry.—That Vittul Row will state what situation Anunda Row was in; that he cannot say how often he saw Anunda Row in the course of that year; that in the beginning of the year 1207 Fusly, he saw Anunda Row; *he saw him for the first six months of that year;* that Chillumbrum is five or six days journey from Madras.

(Cross-Examined.) He does not recollect how long it was before he was re-appointed; that he remained five or six months after Omdut's succession; that he was appointed six or seven months before Wallajah's death.—That he does not recollect how long it was after losing his appointment, that he was re-appointed.—That Syed Moontaza Hussain Khan was phousdar when he was last at Chillumbrum.—That Reza Hussain Khan was the amildar, and the witness was manager previously; he the witness had the aumul: afterwards witness was manager; Reza Hussain Khan was a son of Abdul Kowder Khan, and a minor.—That the witness does not recollect whether in 1205 Fusly, Anunda Row was aumuldar.—That Vittul Row was always in the cutcherry, but Shum Row was a young man.—That Vittul Row was aumuldar in 1205 and 1207 Fusly.

14th. *Conary Row*, states, That he is now without service; that in Fusly 1207 the witness went from Chillumbrum to Arcot; that he went to survey and to take notice of the different districts in the month of Margaly or Decr 1207 Fusly.—That he went as collector of money; that Hussain ul Mulk was renter, and Paupiah had lent money, and witness was employed as tasildar; that he went to Chillumbrum during

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 12 Nov. 1808, *continued.*

during that year; that he saw Anunda Row at the cutcherry of Chillumbrum at that time; that Anunda Row came along with the amuldar with accounts to the cutcherry; that the last witness (Syed Hussanudan Khan) was amuldar; that the witness was there only two days, and saw the defendant, Anunda Row, both times; that Anunda Row was there in 1208 Fusly; that in 1209 Fusly, he, with Paupiah, went to Chillumbrum, and examined the accounts of the districts, but Anunda Row continued as majomoodar, and the witness saw the accounts of 1208 Fusly in Anunda Row's writing; that he has got part of the accounts. He saw him afterwards at Manargoody, about twelve miles from Chillumbrum, in the month of September 1799; that the witness dismissed some officers, but not Anunda Row; that he the witness examined the account of Anunda Row, from Fusly 1208 to September 1209 Fusly; that those accounts were signed by Anunda Row, as masoomdar of that district.

[The witness produces papers.]

A.— Is a paper signed by Anunda Row of Margaly, 1208 Fusly, being a list of the servants.

B.— It is an account current, containing the receipts and disbursements for December and January 1208, or 1798-9. It is in the hand-writing of Anunda Row. The witness knows the hand-writing of the defendant.

C.— Is in the hand-writing of the defendant, respecting manirem, or free-gift lands.

D.— Contains three sheets. They are receipts and disbursements of the districts in 1208 Fusly, all in the hand-writing of Anunda Row, and signed by him.

E.— Contains four sheets, receipts and disbursements, the whole body and signature of defendant, Anunda Row.

The receipts are for the districts, the disbursements for that and other places.— That all these papers belong to the district of Manargoody.—That when Anunda Row quitted the district, witness was at Chillumbrum, and Anunda Row took his leave and went to Madras. That in the month of Vyassy, Fusly 1209 (May 1800,) as soon as Anunda Row arrived at Madras, he wrote a letter to the witness.

[Produces a letter dated 23 Veassay, 3d June 1800, dated Triplicane,] That the letter is in the hand-writing of Anunda Row.

(Cross-Examined.) That he has no business. He was summoned to Madras from Chillumbrum.

On being asked whether, from seeing Anunda Row twice, he became acquainted with his writing, the witness answers, That in consequence of the witness having received a number of letters from the defendant, he is enabled to speak to his writing.—That the accounts produced are the accounts of the cutchery: that they are the accounts of the year 1208 Fusly.—That there was an amuldar, Vencata Row; that he is answerable for the receipts of the district.—That it is customary for such accounts to be sealed by the amuldar; that although the custom is so, the papers produced by the witness do not relate to the circar: these papers related to money lent by Paupiah.—That the accounts of Musmadar should be in the circar; that Paupiah was considered as the circar of those districts.—That all the accounts were in the possession of Nogojee Row, who was in Paupiah's service; but when the country was taken by the Company, the accounts went to the collector.

On being asked, how happened those accounts to be kept, the witness answers, That though the papers produced were only the extracts, and some particulars necessary for Paupiah, besides the papers in the sheristar's hands.—That Vencata Row, as amildar, was deemed responsible.

On being asked whether he did not prove those accounts as originals, he answers— That he only meant to show that they were in defendant's hand-writing, but did not mean to say that they were transcripts or originals.—That Anunda Row was on good terms with him the witness.—That the letter from Anunda Row was delivered to him by a *particular person.*—That Bavana Suncara Row was aumildar.—That Vencata Row's aumildarship commenced December 1208 Fusly, and continued until September 1799. — That Ramasawny, the brother of the present prosecutor, Paupiah Braminy, went to take possession of the three talooks when Paupiah first rented them.

[Mr. Marsh here states that Paupiah is not the only prosecutor, but that Mr. Abbott and others were also prosecutors.] The witness then states that afterwards Vencata Row was appointed aumildar to Mannargoody district, and *Bavany Sunker*

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 12 Nov. 1808, *continued.*

Sunker But took possession of the other two.—That Vencata Row had Manargoody for nine months, and then Bavany Sunkare But had the whole three districts, and held them for two years.—That Anunda Row was dismissed in Pertawsy 1209.—That the defendant continued in the service until Arpesy; that Bevany Sunkara But was aumildar when Anunda Row was dismissed in 1209 Fusly; he became aumildar the next day.—That Anunda Row was in the service all the time that Vencata Row was amildar.—That although he stated Bevany Sunkara But was amildar for two years, yet some months were to be deducted.—That Vesvasha Vencata Row was not amildar of Manargoody; but although he was not appointed, he came there as tasseldar to collect and expedite the collections.—That Appoo Row never was amuldar, to the knowledge of the witness.—That he might have accompanied Ramasauny when he took possession.—That Vittul Row never was aumildar, but he might have been sent to Ramasauny on some business.—That Vissuassor Vencata Row was tassildar in 1209 and 1210 Fusly. That that man went with Paupiah: that man was not appointed tassildar, he went back with Paupiah to Madras, and sometime afterwards was appointed tassildar by Paupiah, after Paupiah arrived at those districts. Vencata Row was only tassildar for one month, Anunda Row was then in the service; after that month, Vissuassor Vencata Row was appointed tassildar.

15th. *Magagee Row* states, That he is in the service of Mr. Ravinshaw, the collector, as sheristadar. That he was in Paupiah's employ about ten years ago, at Chillumbrum. That he first went there in Fusly 1208, month of Mansy (or February 1799.) That three different districts were in charge of Paupiah: the witness was sent as general sheristadar of those three districts. That the witness remained there till Thye (January) 1210 Fusly: that he remained there subsequently six months without employment. That he knows Anunda Row. The latter end of Maunsy (or February 1799) was the first time he saw Anunda Row, at Chillumbrum. That as soon as the witness got to the district, Anunda Row was removed as musseldar, and remained for the responsibility of his accounts. The second day after the witness's arrival, Anunda Row was removed. Anunda Row was at Manargoody; but at the end of the month, Anunda Row came to Chillumbrum.—That afterwards Anunda Row was employed by the witness, as ghomastah, for two months: then Anunda Row was reinstated as musseldar of Manargoody. Until September (1209 Fusly) he remained in that situation. Anunda Row was a second time removed from his aumildarship, and he remained responsible until Chettry (April or May) following. Anunda Row then went to Chillumbrum, and from thence proceeded to Madras. That the time the witness has been speaking to, he had frequent opportunities of seeing defendant (Anunda Row). That he knows Anunda Row's hand-writing.

[The accounts produced by Canary Row are shewn to the witness.]

A.— Is signed by Anunda Row, but not in his hand-writing.
B.— The whole is in the hand-writing of Anunda Row.
C.— The like.
D.— Is under the hand and signature of Anunda Row.
E.— That the letter to Canary Row is in the hand-writing of Anunda Row.

(Cross-Examined.) It is not customary to sign the name to a letter; that he has seen Anunda Row, and points him out in Court.—That the witness is sure that Bavany Sunkara But was aumildar when he has stated, and he continued so.—That Bavany Sunkara But was not aumildar until the witness arrived at Manargoody; he continued, and was the only aumildar of those districts.

16th. *Veirapermall* states, That he has no business; that he was Malabar accountant, under Paupiah, for three districts, in 1208 Fusly; that he first went to those talooks in Mansy, of Fusly 1208.—That Bavany Sunkara But went with the witness.—That he knew Anunda Row early in Mansy. The witness went to Chedumbaram the second day after Anunda Row was dismissed as musseldar, where he was retained, to be answerable.

The defendant, Anunda Row, was musseldar of Munnargoody district; Anunda Row arrived at Chillumbaram in Mansy afterwards. He was employed by Nagojee Row as gomastah, and remained with him until September, 1209 Fusly.—That he has had a letter from Anunda Row, in Malabar.

(Cross-Examined.) That he recollects Anunda Row wrote in Malabar in the districts.

districts. The witness does not understand Gentoo nor Mahratta; that the witness is a cultivator without employ.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 12 Nov. 1808, *continued.*

Tondoo Panthaloo states, That he was in the service of Bavany Sunkara But, as a writer of letters.—That in Mansy, or February 1208 Fusly, he accompanied Bavany Sunkara But to the districts; that he remained until 1211 Fusly.—That he saw Anunda Row after he was dismissed as mussoldar; that he saw him often during the two months after he arrived at Chilluumbrum, and often afterwards.—That the witness is acquainted with Anunda Row's writing in Mahratta.

A.— Is signed by defendant.
B.— Body is his writing.
C.— The like.
D.— The signature is Anunda Row's.
E.— The letter is in the defendant's hand-writing.

(Cross-Examined.) That he recollects Bavany Sunkara But was aumildar from Mansy 1208 Fusly, till 1210 Fusly.

18th. *Parasoramah* states, That he was in the employ of the circar at Manargoody, as peishcar to the amecan or ameena peishcar under Syed Mustapha Sail, in the year 1207Fusly, Murvaly, or December 1797.—That the witness was in those districts for two or three years.—That the witness has seen Anunda Row and knows him; that he saw him at Chillumbrum in Murvaly, or December, 1207 Fusly; that he used to see him till 1209 Fusly; that he saw him at Chilluumbrum until the feast in December 1799; that he recollects Anunda Row in those districts, but he does not know his situation; thinks he was a Mootseddie.—That in Paupiah's time Anunda Row was musubar in the Manargoody district.—That he can't say at what time Anunda Row left that district.

19th. *Reatee Row* states, That he was at the durbar in the times of Walajah and Omdut, and the present Nabob; that the witness acted as reporter to the Huzzoor.—That he was not acquainted with all, but with some of the principal servants; that he knew all the moonshies; those moonshies that bring accounts to the durbar he knows.—That he never saw Anunda Row at the durbar, nor even saw him with Colonel Barrett.

20th. *Mukin Lala* states, That he was moonshee to the Nabob, and knows all the other moonshies; that he knows all the great mootseddies.—That Anunda Row was not a mootseddie to his knowledge; that if Anunda Row had been employed as a great moonshee, he should have known him; *there are many deputies the witness does not know.*—That he does not remember ever seeing Anunda Row at the durbar; that many came there that do not come to his knowledge.

21st. *Cadjana Sam Row* states, That he was employed at the durbar in Omdut's time, that he was ghomastah to Appagee Row, Sootoo Row's brother.—That the business of the witness was to take care of the cash accounts, of the treasury.—That it was necessary he should become acquainted with all the head servants at the durbar.—By high servants he means Tremal Row and others, who were mootseddies and moonshies, and others.—That he never saw Anunda Row at the durbar; that if he had been there the witness must have known him.

22d. *Tam Sing* states, That Anunda Row was not in the service of the durbar.

(Cross-Examined.) That the list of servants made out for the Committee, was referred to the witness, but he directed his ghomastah to do it. That it was referred to the witness by one of the sheristadars, Monday 14th November.

23d. *Vencata Row* states, That he was in the service of Reddy Row; that he entered the service of Reddy Row after the death of Anwer Ally Khan, who died in Viansy 1207 Fusly. The witness used to write letters and answers, and continued in the same service for four years. That he attended Reddy Row to the durbar, and during that time, he never saw Anunda Row with Reddy Row.—That he first saw Anunda Row in Fusly 1210, when the jaghire was granted to Colonel Barrett; that was eight or nine months previous to the death of the Omdut; that was the first time the witness saw Anunda Row in Madras, and at the durbar; that the witness saw Anunda Row four or five years before at Tersocovooloor.

(Cross-Examined.) That he is the elder brother of Beem Row.

24th. *CondalRow* states, That he is an old servant at the durbar: served in the durbar 55 years, but gave it up on account of his age and infirmity; that he was

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 12 Nov. 1808, *continued.*

employed as cajahnadar when cash was received.—That the cadjana accounts were kept in two different ways; when a sum of money was remitted by an aumildar from the country near Madras, he used to remit the money in a letter to a soucar; the Nabob gave it to the witness, who used to go to the soucar for the money, and enter it in the cadjana accounts.

In like manner, if money was borrowed, it was entered in the cadjana accounts; that both receipts and disbursements for money were entered in the cadjana.—That the accounts current were made out from the materials entered in the cadjana accounts first; that the custom of entering receipts, &c. in the cadjana, was generally invariable; sometimes, if the Nabob wanted money for his own use, he got it from the country, and applied it to his own use; that four or five days afterwards, the Nabob gave an account, which was then entered, but as he was the master, he could not do as he liked.

It sometimes happened, that when the Nabob applied the money for his own use, he would not mention it for two or three years. But the cadjanadar, on examining the account sent from the different districts, the item received by the Nabob would be omitted in the cadjana account, although stated in the aumildar's account; and in the course of examining and collecting the accounts of the aumildars with the cadjana, they used to go to the Nabob, to ask him as to the omission, and then the Nabob told the cadjanadar what he had done with the money.

That when an account current is made out for a bond, it was generally inserted in the dustgardon; that if the money had been first entered by the cadjanadar, he used to make the entry, but otherwise only in the dusgardom.—That when creditors make application for bonds, it was the duty of the officers of the dustgardon to make out the particular and the bonds.—That he had no acquaintance, nór was he personally known to Anunda Row; that he has heard Anunda Row was in the service of Colonel Barrett; that he has known Anunda Row personally five or six years only.—That he can't positively say if any person was high in office, it would necessarily have come to his knowledge; sometimes it would.—That he knows the custom of granting bonds; that the witness was not in the habit of writing bonds: that they were done by the dustgardon officers.—That the officers in the dustgardon were Soondara Row and Runga Row, those two persons were in the service of Omdut.

[The bond for pagodas 30,500 is shewn to the witness.]—That he can't read even with spectacles.

[The bond is then read to him by Mr. Goad.]—That the bond agrees with the form and custom observed at the durbar.

[The place of the seal is then pointed out to the witness.]—That the general custom was to fix it at the top of any instrument; yet, however, this was given by the Nabob, who always followed the dictates of his own reason, and was always free to do what he chose.

25th. *Cadjana Sooboo Row* states, That he is not now in the durbar service; in Omdut's time he was at Arcot. That he is brother to *Appajee Row*, who was employed in the cadjana; the witness used to accompany him once a month or so.—He understands mode of doing business at the durbar; that he knows the custom of the cadjana department; that he was gomastah to his brother Appajee Row, who was cadjanadar in the time of Walajah. That he very often attended the durbar; in Walajah's time he went every day, in Omdut's time only occasionally.—That it was customary to enter both *receipts* and *disbursements* of money in the books of the cadjana; that his elder brother used to make daily entries of receipts and disbursements, then the witness used to enter them monthly.—They used to be minute in those entries, suppose they received ten, or one pagoda, when the entry was made.—That when a bond was granted for any sum, it was also entered.—That the officers employed in the dustgardon dufters, also made an entry of such bond.—That he cannot say whether the latter entry was intended to be a check on the former, but it was a check; and it was the general custom to enter in both the dufters.

[The bond is produced to the witness.]—That he has seen it before; that he saw it two or three years ago, when he was in the service of Azeem ul Dowlah.—That he believes, in consequence of a letter written to know if the bond was inserted in the account, the bond was shewn to him; that he believes he was directed to examine the cadjana accounts for an entry of that sum, where he found an item of 35,000 pagodas, which was produced from Arcot, and remitted from Arcot.—That if it had been money borrowed it would have been described otherwise.—That it appeared that the remittance of the money was during the amuldarship of

Anwer

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 12 Nov. 1808, *continued.*

Anwer Ally Khan.—That the seal of a bond is usually affixed at the head; if it was for money borrowed, the Nabob used to affix his seal at the top; if to any other person, at the middle or any other place.

(Cross-Examined.) That the witness was directed by Mowlooy Sails, when Mr. Batley was present, to make the search for papers.—That he recollects at that time producing the receipts from L'Autour and Co. from the cadjana dufter.—That he knows Condah Row's hand-writing.

[Paper No. 25. produced to the witness.]—That is Condah Rows writing, he was the cajanadar; that he recollects it appeared generally, that it was an account of Arcot; that it was the course so to enter it, if it was borrowed by the means of the Nabob.—That the cadjanadars had nothing to do with the circumstance, whether the renter borrowed it or not.—That when the money was paid in on account of an amuldar, or renter, it was first entered in the dewany dufter.—That he had no acquaintance with the Anunda Row before, until within these one or two years he knew him; that he can't recollect whether he saw Anunda Row at Arcot.

26th. *Appoo Row* states, That he went with Hasum Jung to Arcot, 1307 Fusly (at the end of 1797). When Mootaza Assaum Khan went to Arcot, he was employed in examining accounts and writing letters, and matters of that sort.—That in his employment at Mustaffee he used to examine the cadjana of the peishcar hamildars, and other charitable donations: he used also to examine other accounts. That Hussain ul Mulk succeeded Anwer Ally Khan.—That at the time Murted Khan was peishcar he received an order, that accounts respecting collections made by Anwer Ally Khan, for 57 days, were to be examined, and sent to Hussain ul Mulk, to Madras, with the signature of two meetseddies, Vasoorada Anunda Row, and Appoo Row.—That this account, after it was attested by the two sheristadars to be examined and inspected, was sent, together with a transcript.—That he was present when they made out the account.—That Varoorada Anunda Row is dead, and Appoo Row is at Trichinopoly.—That the accounts were drawn up in the Persian language; that the original consisted of 22 sheets; that the original was in the hand-writing of Annajee Row, the copy by Dinidooloo. Armajee Row died two months ago; the other, four years ago.

[The original accounts of Anwer Ally Khan produced to the witness.]—That those are not the accounts he has been speaking of, as they differ in writing, and there was no seal.

27th. *Coop Chiend Lalah* states, That he is moonshie in the durbar service; that he is the head moonshie.—That he did not see Anunda Row in the durbar.—That if any person had been a *principal* in any employment, it would have come to the knowledge of the witness.

(Cross-Examined.) If Anunda Row had been a principal person employed at the durbar, the witness would have known him. There are many sheristadars, under whom there are gomastahs; there are thousands at the durbar.—That he knew Roya Anunda Row, and Reddy Row; that they had a number of people under them; that those sort of people the witness did not know.

[Paper No. 260. produced to the witness.—That the sewad is of the Nabob's hand-writing. He is positive about the sewad, and it is customary for the Nabob to do so; as to the rest, he is not positive.—That as to the other letter, it resembles the Nabob's writing; that the witness believes it to be the Nabob's hand-writing.

[Paper 270. produced to the witness.—That there is also the Nabob's hand-writing on that. Appendix, 217.

[Paper No. 28. E. produced.—That all that at the top is the Nabob's hand-writing. Dº 218.

[The bond is then produced to the witness.—Thinks he should know the Ameer's hand-writing, though it is some time since he saw him.

[No. 16. produced to the witness.—This is in the hand-writing of the witness; that the Nabob's answer is on it; that it is the Nabob's hand-writing.

[No. 15. produced.—That the Nabob's writing is on it; that there are several words at the top of it, in the Nabob's writing.

[No. 12. produced.—That there is the Nabob's superscription on it.

[No. 20. produced.—That the hand-writing of the Nabob is to one of the three papers

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 12 Nov. 1808, *continued.*

Appendix, 169.
D° ibid.
D° 174.
D° 172 & 173.
D° 168.
D° 156.
D° 164.

papers produced under this.—That the sewads to the other two, are the Nabob's writing: "I have seen it."

[No. 18. and 19. produced.—That No. 18. is written by the witness; that No. 19. has the Nabob's writing on it.

[No. 9. produced.—That the Nabob's writing is on it; sure of Nabob's writing, but cannot speak to the body, dated 18th Rabecasaawmy, 1212 Hegira, or 10th October 1797.

[No. 1. produced.—That he sees the sewad of the Nabob on that account.

[No. 2. produced.—[No. 3. produced.]—[No. 4. produced.]—No. 5. produced.]—That he sees the Nabob's sewad on these four papers.

28th. *Latchoomiah* states, That he is an inhabitant of Gallary, adjoining Manargoody.—That during the whole of Pingaly year, or 1797, he knew Anunda Row; went with other persons to Chillumbrum, and saw Anunda Row there.—That he saw the defendant writing Persian accounts.—That the next year he used to see Anunda Row at Manargoody, from December 1798 until six months afterwards.

29th. *Boodoor Anunda Row* states, That he knows the defendant, Anunda Row; knew him in 1208 Fusly, when he saw him at Chillumbum in the month of May 1799.—That Anunda Row was gomastah and sheristadar to Nagoojee Row; saw Anunda Row the whole of Chittery; saw him so often because witness was employed as mussamdar or Mahratta accountant, or moogmoodar.—That he had only an opportunity of seeing Anunda Row in Chittery.

(Cross-Examined.) That the witness was employed at Chillumbum; he was gomastah to a moogmoodar.—That from October next year, he was employed at Manargoody in the year Fusly 9, or 1799-1800; he remained a year there during that time.—Govinda Pillay was at that time amuldar under Bavany Sunker Row.—That the witness came into employ at the same time that Bavany Sunker Row got that district.—That the witness was not employed at Manargoody when Vencat Row was amuldar.—That when Vencat Row was amuldar, Anunda Row, the defendant, was mugmoodar; that is from May 1208 Fusly, to May 1799.—That one Reddy Row is a distant relation of the witness.—That after the witness went to that place, there was no one of the name of Reddy Row; before he went to Manargoody, there was a person of that name under Paupiah.—That the witness was under Vencata Row.—That the witness was not employed in the cutcherry at the time Reddy Row was there, nor at the time of Vencata Row.—That the witness is now without any employ.

[The accounts produced to the witness.]

A.— Although the name of Anunda Row appears, that is not the hand-writing of the witness.

B.— Nor is the hand-writing of the witness to this letter; nor is the letter written by the witness.

(Re-Examined.) That the witness does not know whose hand-writing those several papers are.

30th. *M. W. D. Brodie* states, That he was appointed agent for the creditors of the Nabobs Walajah and Omdut.—That in July 1802 he was applied to by the defendant, Reddy Row.—That Reddy Row applied to the witness, to prefer a claim against the late Nabob, through Mr. Fordyce.—That it was a claim for 87,000 and odd pagodas, as he stated it at 87,703 pagodas, 23 Fan' and 23 cash: that he transmitted that claim to England; that appeared to be on an open account on tunkahs; that it was secured payable by tunkahs.—That Reddy Row gave the witness three different papers with the claim, as vouchers; but that he produced no bond.—That the witness had no direct communication with Reddy Row, but through his attorney, Amachella Row.

(Cross-Examined.) That consideration was to be paid to Mr. Fordyce.—That the witness had another object.—That the witness has in general found that the Natives have sent to England only part of their claims, and preferred the rest to the Commissioners in India.—That the witness never understood that the 38,500 pagodas was included in the claim of Reddy Row, which he sent home. That the claim was sent home in the name of Duttaga Row, and not Reddy Row; believes it was advertised.

Mr.

THURSDAY, the 17th November.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday, 17 Nov. 1808.

Mr. *W. D. Brodie* states, in explanation of what he stated yesterday, That in answer to a question put to the witness, by the counsel for the defendants, he said, he believes, that the claim of Reddy Row, for 87,000 and odd pagodas, had been advertised; but the witness now finds on inquiry that, Mr. Fordyce, for want of sufficient authority, was not able to sign the deed, and therefore the claim was not allowed to be made. The witness further explains in regard to the commission, that afterwards, in consideration of the trouble he had had, the creditors did agree to give a commission of 2½ per cent. to the house of which the witness is a partner, payable one month after the consolidation; and that was agreed to by Reddy Row.

31st. *Vissuvasoo Vencataramiah* states, That he was in Paupiah's service in 1208 Fusly, as peishcar; he was sent to Chillumbrum, in the month of Pertansy, or September 1799. That one Vencata Royaloo was amuldar; that he knew the defendant Anunda Row; that he has seen him at Manargoody; that soon after the witness arrived at Manargoody he went to Chillumbrum, and there saw Anunda Row; that was the first time the witness saw Anunda Row.—The witness had no previous acquaintance with Anunda Row; that the witness was at Manargoody four days successively, and had an opportunity of seeing Anunda Row; that afterwards the witness returned to Chillumbrum, where the witness also saw the defendant, Anunda Row.—That the witness saw Anunda Row for about 26 days, when the witness returned to Madras.—That the witness was sent to Manargoody in order to press Vencata for 5,000 pagodas; that he found it necessary to bring the collector to Manargoody, when Anunda Row accompanied the aumildar. During the time the aumuldar was in confinement, Anunda Row, as choosmada under Vencata, came to the witness several times, and pointed out the propriety of the aumildar being released by the witness, which would enable him to complete the payment. This afforded the witness an opportunity of seeing the defendant, Anunda Row; that the defendant, Anunda Row, was there when Paupiah arrived; that Paupiah arrived there about 10 days subsequent to the witness; the witness believes Paupiah was there 14 or 15 days, and then left it.

(Cross-Examined.) That Vencata Row was amuldar till 25th or 26th Pertansy, or 9th October, when he was removed and Bavany Sunkar Row substituted; the witness was at that time sent as tahsildar against the amuldar.

The witness was examined before the Commissioners. That at that time the witness was required to point out the defendant, Anunda Row, and he did. Defendant did the like, and denied ever having seen him (the witness.)—The witness gave his deposition in writing.

[The deposition is then produced to the witness.]—The signature to it is in the hand-writing of the witness. Appendix, 214.

32d. *Anunda Narrain Shastry* states, That he accompanied Paupiah to Manargoody in September 1799, about the Dussarah feast; that Vencata Royaloo was amuldar at that time. That the witness had no previous knowledge of the defendant, Anunda Row, but saw him at Manargoody at that time; that the defendant, Anunda Row was mussamdar under Vencata at that time.—That the witness was at Manargoody for three days, and then saw the defendant there, as mussamdar; when Vencata was removed, the defendant, Anunda Row, went with him to Chillumbrum, when the witness saw Anunda Row fifteen days, and then the witness left the place.

Anunda Row, the witness, and others used to go to the cutcherry in Bavany Sunker But's time, and then the witness often saw the defendant.

(Cross-Examined.) That he only accompanied Paupiah as one of his attendants; that he was only summoned yesterday.

33d. *Tallypant Runga Row* states, That Seenevasa Row was not a relation; that he knew him; that he knows the time of his death, it was 8 or 9 years ago; but cannot charge his memory with the exact time, it was about 9 years ago.

(Cross-Examined.) That it was about two years before the death of the Nabob Omdut, when Seenevasa died.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 18 Nov. 1808.

FRIDAY the 18th November.

34.th *Venarga Moodeliar* (sworn on the Bona Dieu.)—Admits that he is creditor under the deed for two bonds, claimed before the Commissioners.

[Memorandum: His evidence was then objected to by the counsel for the defendants; but the Court being of opinion that the objection went merely to his credit, of which the Jury were to judge, the objection was over-ruled; and the witness being then sworn in chief,

States—That he has known Reddy Row a long time.—That the witness had dealings on money matters several times with Reddy Row.—That he has lent money to Reddy Row on his own bond, but whether Reddy Row got it for the use of the durbar he can't say.—That he sued Reddy Row in the Recorder's Court, for 15,400 and odd pagodas; the process was not served on the defendant, as he confined himself to his house; that for 21 or 22 months he continued to conceal himself.—That before process sued out, the witness demanded the money several times; the answer was, he has applied the money for the Nabob or kists: therefore Reddy Row desired the witness to have patience, and he would endeavour to discharge the debt.—That the debt for 15,400 pagodas consisted of five bonds of Reddy Row.—That after the death of the Nabob he made the first demand.—That he does not recollect that he applied for any security, and no security was tendered to him, the witness.—That about 20 months subsequent to the concealment, the witness happened to pass by Reddy Row's house; Reddy Row saw the witness through a window, and invited the witness into the house, who went in; Reddy Row gave him to understand that he was distressed, and pointing out the impropriety of him keeping Reddy Row concealed, and the wisest maxim was, for the witness to go to Mr. Batley, by which he might derive some relief.—That within a week, Mr. Batley's man, and Reddy Row's man, came to the witness's house, and desired him to come to Mr. Batley's.—That Beem Row on that occasion was the servant of Reddy Row; Mr. Batley gave the witness to understand that Reddy Row had in the Nabob's time, obtained a Nabob's bond for the sum due to the witness by Reddy Row, and that Mr. Batley was present when the Nabob gave the bond, and advised the witness to accept it in lieu of Reddy Row's bond; Mr. Batley put into the hands of the witness a paper purporting to be a translation of the bond in English; the witness then carried it home, and after advising with his friends, and about three or four days afterwards, Mr. Batley's man, with Madapankum Verdaraja Moodeliar, desired the witness to go to Mr. Batley's house, which he did, where Reddy Row was; and after Mr. Batley had assured him of the validity of the bond, the witness agreed to accept it, with a writing from Reddy Row.—[The witness then produces the agreement, and Mr. Batley's translate copy of the bond, 5th Suffer 1216, Hegira 17th June 1801.]—That this was the first time he had any security offered to him by Reddy Row; for after he had put Reddy Row in Court, the witness had no opportunity of seeing him.—That he believes the illness of the Nabob lasted about 40 or 50 days; the witness attended the durbar twice a day.

(Cross-Examined.) That he was not in the durbar service, only went there as having money transactions; that he had those money transactions between himself and Reddy Row; that sometimes Reddy Row applied for money for the use of the durbar, and sometimes for himself.—That the witness has heard that Reddy Row raised money from other soucars as well as from the witness.—That the witness did, when lending his money, understand he was lending it to a man habitually borrowing for the durbar.—That on the Omdut's death, the country was assumed by Government.—That he then looked to Reddy Row for the payment of his debt.—That the witness was induced to exchange from Mr. Batley assuring him it was a true bond; that the exchange took place on what Mr. Batley said to the witness.—That Mr. Batley assured the witness he was an eye-witness to the execution of the bond, yet the witness had some doubt about it. Had the witness known it was an order, and not a bond, he would not have taken it, as it was translated for him as being a bond.—That he remembers the former consolidation, and knows that the debts were consolidated with 12 per cent. interest, or the rate of interest mentioned in the bond.—The witness admits that if his bond is a bad one, he will get the whole principal, at 12 per cent. interest, from Reddy Row.—The witness then produces a copy of his claim as last sent in, at 5 per cent.—That he can't tell what rate of interest he is to have after 1804.—That he did know that Verdaraja Moodeliar had lent money to Reddy Row; the witness was intimate with Verdarajah.—That the witness does not know that Verdarajah made the exchange.—

That

No. 7.

TRIAL of Reddy Row and Anunda Row, for a conspiracy and cheat.

Friday, 18 Nov. 1808, *continued.*

That Verdarajah deceived the witness, by having got money himself.—The witness was told so, and believes there were money transactions subsequent with Verdarajah.—There were several other soucars with whom Reddy Row had dealings, as Reddy Row told him.—That amongst them Visvanada Tanker, and Moorly Doss, and others.—That when he lent the money to Reddy Row, he did not get other assurances that the money would be paid.—That at the request of Reddy Row, Colonel Barrett sent for the witness, and strongly recommended him to lend money to Reddy Row, and that there would be no loss.—That Colonel Barrett said, generally, that he might safely lend money, but said nothing of the responsibility of the circar.—That after Reddy Row concealed himself, the witness went to Colonel Barrett to know what he should do; Colonel Barrett said, he could not be answerable himself.—That Colonel Barrett was dewan, and borrowed money.—That he did not know there was a large loan by money-lenders like himself until after the Nabob's death, when he learnt the debts were large.—That the witness has not claimed under another bond received from Trimal Row, when he prosecuted him in Court; that he never received the Nabob's bond in lieu of Trimal Row's bond.—That Tremal Row showed him the Nabob's bond, and desired him to go to Mr. Batley, but he refused to receive it.—That the loan was before the Nabob's death.—That the lending of money to the durbar had been prohibited by Tourtown.—That Colonel Barrett only spoke to him as to Reddy Row's money; nor did Colonel Barrett know of the dealing with Trimal Row.

(Re-Examined.) That if he had not had Reddy Row's agreement, he would not have taken the Nabob's bond instead of Reddy Row's own bond.

35th. *Manaly Chinsurah Moodeliar* states, That he is acquainted with Reddy Row.—That the creditors of Reddy Row applied to the witness to arbitrate between them.—In the beginning of 1802 there was a dispute between Verdarajah Venaiga and others, creditors, and in consequence of some matter under investigation, he, the witness, went to Reddy Row at Triplicane; he gave the witness different memorandums, and sent a person to Manaly.—That the witness told Reddy Row he rather pitied his situation, and tried all that he, the witness, could to accommodate the matters. Venaiga and Verdarajah would not come to terms without money was given to him.—That Coopy Jyangur owed money to Reddy Row; that the witness went to Reddy Row, and asked him whether he would give any money; but he pleaded poverty. Then I asked him whether he had not got Nabob's bonds: he denied having any. That the witness then asked, if he could give any Nabob's bonds to persuade the creditors to be quiet. He said he could not do that. The creditors then quarrelled. Money was due to Reddy Row, from Coopy Jyangar, who passed his bond to these people.—That the witness occasionally attended at the durbar, and had transactions there.—That the witness never saw Anunda Row at the durbar; that he remembers that he must have seen had he held any high situation. He was waiting at Colonel Barret's office; that he had no employ; saw him about a year before the Nabob's death.—That he remembers the last illness of the Nabob; cannot say how long before his death, but believes about two months.

(Cross-Examined.) That the dispute was between Coopy Jyangur and Venaiga, and Reddy Row.

36th. *Verda Pillay* states, That he is an inhabitant of Chillumbrum; that he resided there during the amuldarship of Noor Saib.—That he knows the defendant, Anunda Row; that he knew him at Chillumbrum; first saw him there in 1207 Fusly. That he saw him for five or six months in Arpachy, or October, of 1208 Fusly. The witness went with Vencaramah, who was appointed amildar of Chillumbrum, when he again saw the defendant as gomastah to his uncle, Vittul Row; that this was about twelve months afterwards. That it is now more than a year since he saw the defendant, Anunda Row.

37th. *Syed Moostapha* states, That he remembers Hussain ul Mulck being appointed renter of Arcot; that he succeeded Anwer Ally Khan.—That he sent Saduc Mahomed Khan to Arcot, and the witness accompanied him. On their arrival they secured all the accounts; that afterwards the witness was appointed to Chillumbrum; that at that time Anwer Ally Khan was not there.—That he knows Anunda Row; knew him in Purtash, or October 1798.—That afterwards the witness went to Chillumbrum. He saw Anunda Row till the latter end of the year; saw him about six months. That Anunda Row was gomastah to Vittul Row, who

was

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 18 Nov. 1808, *continued.*

was the defendant's uncle.—That after the six months the district was taken by Paupiah, and the witness went to Arcot; that the witness left Anunda Row at Chillumbrum.

(Cross-Examined.) The witness was a meer at Chillumbrum.—That it was five or six months, he is not quite sure, after Paupiah got the district.—That Hussain ad Deen Khan was then amuldar.—That the amildar had the immediate management of the cutcherry; the witness was to superintend that man.—The witness used to go to the cutcherry, and see the writers; that he is perfectly acquainted with the face of Anunda Row.—That he cannot tell whether the mark on Anunda Row's forehead was across or upright.—That he is not acquainted with the marks.

(Re-Examined.) That Noor Saib and Hussane Deen Khan are the same person.

38th. *Mudderava Row* states, That he was at Arcot when Hussain ul Mulk succeeded to the renter.—That Anwer Ally Khan was the preceding renter.—The witness was present when Jupp was taken.—Anwer Ally Khan was at Madras when Hussain ul Mulk took charge, when the accounts were seized and the writers secured as in other cases.—That he has known Anunda Row since these seven or eight years in Madras; that he never knew him before.

(Cross-Examined.) The accounts taken are the village accounts, to know the amount of the collectors; can't say what the circar did; but it is universal to seize the account.

(Re-Examined.) That the preceding sheristadar was responsible for the account to the amuldaror renter who succeeds.

39th. *Anachella Row* states, That he is acquainted with Reddy Row, and was formerly in his employ.—That about one year before Omdut's death, the witness was in employ as vackeel of Tennevelly Moortah, at which time he often saw Reddy Row.—That about five years ago, about seven o'clock in the morning, he went to Reddy Row's house, where he saw in his hall Reddy Row was sitting on a couch at the west side of the veranda; Anunda Row was on a couch on the east side, opposite.—The witness sat himself down on a chair near Reddy Row; about half an Indian hour after Beem Row came, and sat near them; they conversed together a little while on different subjects, when Reddy Row took out of a writing or paper box a paper, the Nabob's seal was previously affixed on the middle of it, and put it into the hands of Anunda Row, who was sitting there with an ink-horn near him. Reddy Row desired Anunda Row to make out a bond in the name of Gopaul Row, for the sum of 38,500 pagodas. Anunda Row did accordingly write the bond, or draw the bond with a Persian pen, from looking to a written paper near him.—Then, by another Persian pen, he (Anunda Row) wrote the signature of the Nabob Omdut ul Omrah, and then handed the bond to Reddy Row, who put it in his box.—That the seal which appeared on the paper was a large one which belonged to the Omdut, and Anunda Row wrote only a single letter, which the witness understood was the byze, by that means the witness had reason to conclude it was the byze of the Nabob.—That the witness is entirely ignorant of the Persian language; he cannot identify the bond.—That the paper was about the length of his hand and wrist.—That Reddy Row can only read very little Persian, but cannot write it all.—That the witness heard Reddy Row give directions to Anunda Row for filling up the bond.—That the witness was a confidential servant of Reddy Row formerly.—That he continued in his service until six or seven years after the death of Omdut; that since seven months he left his service, and did not since receive pay from him; that he was in Reddy Row's service immediately after Omdut's death.—That the occasion of his leaving Reddy Row was, that some time after the bond was drawn, Reddy Row was so kind as to get a pay or salary entered in the name of the servants; and Anunda Row had the satisfaction of receiving his salary, in consequence of the like entry; and the said Beem Row and his witness made their joint application to Banajee Row, to be inserted, in order to procure pay to them, as was done to Anunda Row. Banajee Row stated the impossibility of effecting it, unless Reddy Row would join them. In consequence, the witness, with Beem Row, requested Reddy Row to shew the same kindness as he had done to Anunda Row; but Reddy Row had no disposition to assist them, as he had done Anunda Row. This was the cause which induced the witness and Beem Row

to

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 18 Nov. 1803, continued.

to quit the service. That he was employed by Reddy Row to attend Mr. Brodie; he was directed by Reddy Row to carry three single Persian papers to Vencata, in order to have them translated into English. Then he carried them to Mr. Brodie; it contained a claim of 87,000 pagodas and odd, as due from the circar; and as Reddy Row thought it not proper his name should appear as a creditor, the name of Dultagee Row appeared in the same papers; Dultagee Row was a relation of Reddy Row; and as Reddy Row had procured a power of attorney from Dultagee Row; and Mr. Brodie required the witness to take his oath that the contents of the paper were true, or words to that effect. At the time of taking his oath, a paper was put into his hands, and he was required to speak truth; afterwards three exact copies were made, one to send to Europe, one for Mr. Brodie, and the other for Reddy Row. The power from Dultagee Row was signed by Reddy Row himself, who signed the name of Dultagee Row. That with respect to the particulars of that sum, he cannot give any other; that he was told that this sum was due to soucars. Visvanda Tawker, Moorly Doss, Cotta Vellalva Doss, Proboo Doss, Ramchundra But, Venaiga Mood^r, and Madasunkum Verdarajah Mood^r.

That the sums due were,

21,400	To Visvanada Tawker.
6,000	To Moorly Doss and Cotta Vellaboa Doss.
3,300	To Proboo Doss.
5,500	To Ramchunder But.
15,500	To Venaigum.
5,300	To Mordassemkum Verderajah.
57,000	

That the reason of Reddy Row substituting Dultagee Row in the name of the soucars, was this; these sums were borrowed from the soucars on account of completing the kists; Reddy Row had executed his own bonds to the soucars, consequently Reddy Row thought he was responsible for the money to soucars; and being apprehensive his name ought not to appear, he thought it proper to name Dultagee Row.—That he carried none of the soucars claims to Mr. Brodie, but which he has mentioned.—That to his knowledge Reddy Row had not any of those soucars' bonds.—That the witness was afterwards sent by Reddy Row to some of these soucars.—That he carried some of the bonds to some of the soucars, and Beem Row carried others; and the witness offered them in the stead of Reddy Row's bonds, but they refused, and said they would sue him in the Court, and recover their money.—That he is not precise as to how long it was after he went to Mr. Brodie that he carried these bonds to the soucars, but he believes it was six or eight months subsequent to the time he went to Mr. Brodie.

(Cross-Examined.) That he came forward in April as an informer to Government.—That he came forward to give general information as to forgeries; that he was examined at Mr. Anstruther's chambers.

Upon being asked, whether he stated the same circumstances at that time, the witness answers, that he gave his answer to such questions as were then put to him, and he has now done the like; that he then referred to three bonds in the name of soucars; he recollects he named three that he negotiated the exchange of.—That he states that he had prevailed on some of the soucars to exchange, and that after considerable trouble.—That he also then stated that he knew all the bonds to be forgeries.—That he remembers the reason he assigned at the time for their being forged.—That the witness was informed from Reddy Row that they were forgeries; that he was told they were forgeries, that he might the more easily negotiate them.—That he does not recollect having told the Committee, that the soucars debts were not the circars, but Reddy Row's own; but he recollects that the money was borrowed from them by Reddy Row: that he recollects he said that the money was borrowed on account of kists, but did not say that those given to the soucars were forged bonds.—That he can't now say whether Reddy Row was to pay the money to the circar; that he did not know that Reddy Row was personally responsible.—That he cannot answer whether the affidavit made before Mr. Brodie, and what he stated before the Committee are totally inconsistent; but no examination on that business took place before the Committee.—That he recollects that he did say before the Committee, that the bonds in the name of the soucars were forged.—That he also remembers being asked whether any other bonds were forged: and that his answer

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday, 17 Nov. 1808, *continued.*

Appendix, 109.

was, If proper investigation about these forged bonds was to take place, every thing would come out.—That he remembers being asked to name other forged bonds besides the soucars, but he does not recollect that he said he could name any other bonds.—That he remembers being asked the occasion of his leaving Reddy Row; that he stated no particular reason, but generally, owing to some resentment; that he does not conceive he had any ground to say that Reddy Row was not able to maintain him; he never gave such answers.

[The account of some expenses paid by the witness, on sending home the claim for 87,000 and odd pagodas, is shewn to the witness; and he acknowledged it to be his own hand-writing.]

That the expense was 160 pagodas; that at that time Reddy Row was confined to his house by his creditors; that it was several months after this he negotiated with the soucars.

[The copy of the canarnamah to Moorlee Doss, and another dated 18th August 1801, is shewn to the witness.]—The witness admits the paper to be in his own hand-writing.—That after Colonel Barrett's death, he remembers Reddy Row mentioned to him that he was deeply involved, and that he should have recourse to some means of relieving himself.

That the bonds to the soucars were forged first; they were the first that were shewn to the witness.—That as to Gopaul Row's bond, he is positive, having urged his reasons for it; as to the soucars, he had reason to suppose they were forged, because Anunda Row and Reddy Row were behind a curtain.—That he does not recollect any other bonds than the three soucars and Gopaul Row.—That he has only heard from different persons, that Reddy Row has forged three crores, but he cannot tell who told him; he has heard that 12 crores have been forged.—That the list of servants was made about four years ago.—That the bonds were forged five or six years ago; that it is about one year and a half ago since he refused to go to Reddy Row, but received his pay.—That he knows nothing of the disputes between Reddy Row and Paupiah.—That he stated to the Committee, he lived by borrowing; he said as much to the Commissioners.—That the witness has never received any money from Paupiah, or any other person who supports this prosecution.—That the borrowing he mentions, are small sums from different people.—That on his name being put down as a servant of the durbar, he expected a proportion of salary, compared with Anunda Row's.—That he was examined before the Commissioners, but denied having varied in his account of what he states as to Reddy Row, before the Committee and the Commissioners.—That Mr. Light desired him to go to the Justice's office.—That it having come to his knowledge that Paupiah had preferred a complaint against the bond of Gopaul Row, he went to the Commissioners voluntarily.—That the witness mentioned to Paupiah he knew something of the bond.

(Re-Examined.) That the Committee consisted of Major Thompson, Mr. Oliver, Mr. Orme, Mr. Anstruther.—That he did not complain of being confused and confounded by the Committee; that he and Beem Row did present a petition to Government; believes about a month afterwards. That if he sees a copy of the petition he can tell what was the substance of it, but cannot tell without.

40th. *Beem Row* states, That he was about five years ago in the service of Reddy Row.—That one morning, between nine and ten o'clock in the forenoon, he went to the house of Reddy Row as usual, and there found Reddy Row, Anunda Row, and Arnachilla Row, sitting; and he also sat down. A little while after, Reddy Row took out a paper from a box of papers, with the Nabob Omdut's seal to it, and directed Anunda Row to draw a bond in the name of Gopaul Row, for 38,500 pagodas. After he had drawn the whole of the bond, he handed it to Reddy Row; afterwards they sat a little while: then Arnachilla Row went away with the witness.—The witness was a confidential servant of Reddy Row; that he remembers Reddy Row being pressed by his creditors, the soucars; that he kept himself concealed. Venaigum had a warrant against him.—That some time after this he was sent with bonds to soucars. He went to Venaigum, Madassankum Verdarajah, and Visvanada Tawker: they received the Nabob's bonds, and returned those that had been given by Reddy Row, Madassankum Verdarajah received the bond, but did not return Reddy Row's bond.—That he went to Venaigum several times.

(Cross-Examined.) That the attention on Venaigum took up a considerable time.—That the witness knew from Anunda Row that the bond to Venaigum was forged;

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Appendix, 177

Saturday, 19 Nov. 1808.

forged; as to the others he can't say.—That he was told by Anunda Row of other forgeries.—That the witness has been told that there were other bonds forged; it is a general report prevailing, but cannot tell from whom.—That the witness lives by borrowing—That he quarrelled with Reddy Row for the cause stated by Arnachella Row; that it is for not putting his name in the list of servants.

[The affidavit made by Dr. Fitzgerald, before Lord Clive, on the 22d June 1801, was here put in, and read.]

SATURDAY, the 19th November.

41st. *Nabob Tremal Row* states, That he was not in the service of the Omdut, he is in the service of the present Nabob.—That he remembers the meeting of Rousham Choukce soon after the accession of Azeem ul Dowlah.—That he is not exact as to the time, but believes it was three or four months afterwards. The present Nabob and Josiah Webb were conversing together in one part of the room; the witness, Coorban Ally Khan Behauder, and Sydee Ally Khan, were sitting at the other part of the room. At this time Reddy Row put some papers into the hands of Coorban Ally Khan, and desired him to speak with the Nabob respecting them: but Coorban Ally Khan refused to do so, saying he had business, and returned the papers to Reddy Row, and went away, when Reddy Row put the papers into the hands of this witness. On perusing them, he saw Venaigum, Verdarajah, and Visvananda Tawker together, with several other persons named; Reddy Row, at the same time, gave the witness to understand, that the names which appeared were those he had borrowed money from, on account of circar of Omdut. The witness asked Reddy Row, if there was any mortgage or security given to those creditors; he replied, a quantity of paddy in Tinnevelly or Madura (can't say which) had been mortgaged, and as the Company had taken possession of the country, he requested that the Nabob should use his interest with the Company to get the mortgaged paddy delivered over to the creditors. To which the witness answered, it was not his duty to deliver such papers to the Nabob, and then the witness returned the papers to Reddy Row.—That the witness did not peruse the whole contents of the paper, though he recollects only the amount of two claims; Verdarajah, 5,000 pagodas—Venaigum, 15,000 pagodas.—That not having perused the whole, nor seen any grand total, can't say what the amount was.—That Mr. Batley was not present.

The Evidence for the Prosecution here closed.

MR. ANSTRUTHER remarked on the Evidence produced by the Prosecutor; and opened the Case on the part of the Defendants.

After observing upon the length and multifarious nature of the matters constituting the charge, he called the notice of the Jury to the direct evidence of forgery, as the most prominent part of the case. He observed upon the total want of internal probability in the statement of Arnachella Row and Beem Row, and to their want of all pretension to character. He stated that the same men had before been twice examined, and had upon both occasions differed essentially from their statements in this Court, and from each other, as would be shewn in their several examinations.

That they were first examined before a Committee appointed by Government to hear them, they having volunteered to become informers respecting forgeries. That they did not then pretend to have been present at the actual forgery of any bonds by Reddy Row, but only spoke from the confession of the defendants, that three soucar bonds were forged. That Aroonachilla Row, on being pressed, then declared he knew no particulars of any other bonds except those three; but they now both pretend to have been actually present at, and state a most accurate recollection of every particular attending the forgery of another bond now in question, of which at that time they made no mention, when coming forward to volunteer information.—That the same Arnachilla Row, before that Committee, had also endeavoured to give probability to his story, by declaring that the monies advanced by the soucars, and for which he pretended to have got the Nabob's bonds, had in fact been applied to make good deficiencies for which Reddy Row was personally responsible, under a train of circumstances which he fully and circumstantially detailed, with the names of the parties for whom Reddy Row had been security.—That that statement had occasioned

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 19 Nov. 1808, *continued.*

sioned further enquiry to be made by that Committee, which led to the detection of its falsity; but the chain of that further enquiry would be now unnecessary, as the witness himself had not only sworn to the contrary on this trial, but had, on a former occasion, already spoken to by Mr. Brodie before Mr. Connel, sworn to the truth of the claim againſt the Nabob for the whole demand of which those soucar bonds were given, to secure the different portions.—That three other of those soucar bonds would be proved to have been offered by Reddy Row, and attempted to be exchanged within a month or two after the Nabob's death; and one, which was then settled in favour of Mooarly Doss, would be corroborated by a copy of the carrarnamah or deed of indemnity given by Reddy Row to Moarly Doss, and dated the 18th Auguſt 1801, being only one month after the accession of the present Nabob, in the hand-writing of the witness Arnachilla Row, who had, before the Committee, and again before this Court, ſtated, that the bond of Moorly Doss had no exiſtence, until forged some years afterwards.—That similar contradictions appeared in the evidence of those two men, given before the Commissioners; the one of them having represented the forgery of the bond now in queſtion to have been effected by the defendant, Anunda Row, copying from a paper before him; the other ſtated it to be not copied from any paper. The one swore, that both the witnesses were sitting down on the ground, at the diſtance of seven yards from the defendants; the other said, he sat on a chair so close to the defendants, as to see and read the papers before them.

That both the witnesses had, on both their former examinations, failed to assign any reasonable explanation of Reddy Row allowing men possessed of such important secrets, to leave his employ. That they had originally spoken of it, as arising from his inability to support them; they had afterwards, on oath before the Commissioners, attributed it to some trivial misunderstanding: they now unite in a third cause; his refusal to be guilty of such a fraud in their favour, as they pretend he had committed in favour of Anunda Row, by getting his name inserted in the list of servants, to whom arrears of pay was due at the death of the late Nabob. That even if this had been their only statement, it discharged all pretensions to character, and was highly incredible. That their situation in life since, being avowedly without the means of livelihood, exposed them to the offers of any person who wanted their evidence; as, by their own statement, Reddy Row might, by a slight additional fraud, have secured their silence.

He also commented on the improbability of their being admitted to be present at the time of forging the bond, being wholly useless and idle spectators.

He then proceeded to advert to the evidence of the absence of Anunda Row from Madras, which he insisted he might admit *in toto*, without danger to his clients, as a general service in Manargoody, in 1798 or 1799, was not inconsistent with a particular act done at Madras during those years by the same person; but he should not rest on any such objection to the effect of the evidence, the whole of which he should shew to be fundamentally false.

He then commented on the contradictions in the evidence for the Prosecution: Four witnesses, Magagee Row, Veesa Permaal, Dodoo Ventcatto and Boodoo Anunda Row, having all agreed exactly in one story, and one set of dates, viz. that the defendant, Anunda Row, was mozemdar under Vencata Row, the amuldar, until both were discharged in Chittery 1208, or April 1799; that he was then employed as gomastah under Magogee Row for two months, and being then restored to his employ, as moojumdar, under the new amuldar, Bawany Sunkara Row, continued there for three or four months, till again and finally turned out in Pertinsy 1209, or October 1799: and he remarked, that the service during those two months, as ghomastah to Magogee Row, gave the pretended opportunity to the witnesses who spoke to his hand-writing, becoming acquainted with it; but the falsity of that statement was proved by other witnesses for the Prosecution; viz. Canang Row, Vesswassoo Vencataramiah, and Narrainee Sastry, who state the date of Vencata Row being turned out to have been in October 1799, and so the fact would be shewn to be; and as all the witnesses for the Prosecution agreed that the defendant, Anunda Row, served under Vencata Row until his being turned out, the pretended service for two months after April 1799, under Canang Row, as his ghomastah, which is the pretended occasion of knowing the hand-writing of Anunda Row, is inconsistent with the whole case, even of the Prosecutor.

That he would shew that Anunda Row never was in service at Manargoody at all.

That the accounts produced as his hand-writing in Mahratta were not his, nor at

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 19 Nov. 1808, *continued.*

at all like his hand-writing, and that he never could write Malabar, and could not therefore be the author of the letter in Malabar produced in evidence.

He then stated the general effect of the body of evidence to be produced, of the defendant Anunda Row having been at the durbar in 1798, 1799, 1800, and part of 1801.

That several of the witnesses for the prosecution had recognized him as in attendance there: Tremul Row, especially, spoke to about four years before the late Nabob's death, and that it would be fully proved by other witnesses.

That the documents produced, some with the late Nabob's hand-writing, some with the endorsements or other writing of other persons who died before the late Nabob, were not capable of being either denied or explained away; many of those were in Anunda Row's hand-writing in 1798 and 1799, and a whole body of papers had been selected from the dufters, in the hand-writing, upon all indifferent subjects, of similar dates, and with similar attestations.

That the bond itself, and the papers connected with it, would be proved by similar circumstances; that the effect of those documents had already received the determination of a body of gentlemen specially appointed as a Commission of Judicature in these matters, well qualified for it from their knowledge of the languages, and selected from another Presidency for the purpose of securing perfect impartiality.

That the nature of the prosecution would also be seen in the other subordinate attempts to misrepresent the truth.

That it was manifest that this transaction had been entered in all the dufters; although the whole month containing the entry in the cadjana is not now to be found.

That it was properly entered at first in the dewanee as a talook transaction; and that, although regularly entered in the other, the omission ought not to have had any weight as attempted to be made out, the dufters in the Omdut's time being avowedly and intentionally inaccurate.

That he would prove the correctness of the transaction by every circumstance.

That the books of Francis L'Autour and Co. would prove the occasion which gave rise to the transaction, as stated in the original information of Reddy Row before the Commissioners.

That he should trace every other course connected with the transaction, and with the accounts of Anwer Alli Khan.

That he should finally prove the nature and object of the Prosecution.

That Paupiah, the Prosecutor on the record, was notoriously beyond the reach of that punishment which attends infamous crimes; being already infamous by the judgment and punishment of the law.

He stated the honourable situations of the defendant Reddy Row, and contrasted them with Paupiah's, and the inducements of each, from character and situation, to correctness of conduct, and the probability arising from those inducements.

He stated the opportunities and ability of Reddy Row to expose the truth of the transactions of the durbar, and the degree to which the prosecutor Paupiah must be thereby affected, he being one of the largest claimants.

He also stated a direct offer to have been made by Paupiah to the defendant, Reddy Row, pending the investigation before the Commissioners, of abandoning all the opposition to him, and uniting in friendship, if Reddy Row would have sacrificed his duty as a servant of the Commissioners, by supporting all the claims of Paupiah; that the rejection of that offer was the origin of this Prosecution, and has entitled Reddy Row to the support which he had received from the Commissioners and from the Government.

42d. *Samuel Thomas Goad*, Esq. states, That he is one of the Commissioners; that the papers from No. 1 to 22, were found in the duwanee dufter.—That they were pointed out by Reddy Row to the head moonshee, and by him delivered to us.—That the witness found some himself, on the subject of this claim.

The first paper is a memorandum for a bond dated the 11th Suffer 1213.—That it is the original paper, as the witness understands; that it is ususally done in the same manner.—That it is on account of loans from bankers to the 11th Suffer 1213.—That there appears the name of Gopaul Row at the top of the paper, according to usual form.—According to a bond for 38,500 pagodas, dated the 11th Suffer 1213, interest at 1 pagoda per cent. per month, payable within the period of 14 months.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 19 Nov. 1808, *continued.*

That there is another paper purporting to be a copy of the several; it is a copy of No. 2.

That there is a copy of No. 3.—It is an account current.

That there is a copy of the bond for 38,500 pagodas.

That there is a copy of the eneatenamah, dated 27th Zethadge 1211, Hyjire, or 23rd June 1797; that it relates to advances to Anwer Ally Khan, informing the lenders that if Anwer Ally Khan does not pay them the circar will.

That there are papers purporting to be copies of receipts granted by Mr. L'Autour, for money received of Gopaul Row.—That there are others relating to the claim of Jevana Naig put up in the same bundle.

That Vencatarum's name is in Anwer Ally Khan's account, as a creditor for the balance of 505 pagodas. That a claim has been made by Vencatarum for 6 bonds, and one is for 505 pagodas upon a bond granted by Anwer Ally Khan, for pagodas; 840; 505 pagodas is stated as the balance due on that bond.

That he found those papers in the dustgardon department; he found them accidentally in looking for blank bonds.—That they were found in some papers relating to the claim of Poona Pilly's, where they had been put accidentally.—That they had been sorted and tied up by the witness and Mr. Russell.—That he found three bonds with seals in the middle.—That they are cancelled bonds; and were found in the dustgardon department, where cancelled bonds are kept, the bonds paid and cancelled, and so kept,

That as to the words "urgent occasion of circar," being inserted in bonds, the witness found one on a bond claimed by Mr. Robuck, for a sum of 92,500 pagodas, where there are the same words as in Gopaul Row's bond; another was found, on which Mr. Marsh has preferred a claim for 70,000 pagodas; another with the words, necessity of his kists; another that has been claimed by Mr. Abbott, in favour of Maleken Missa Begum, which bears 3 seals for 1,10,000 pagodas, and states "on account of necessity."

That he has examined the papers of the cadjana during the whole of Omdut's time, except the last year.—That the cadjana accounts appeared to be regular, but they are not in the same state of regularity as during the time of Walajah; they are not so regular or full; nor do they bear the attestation of the dewannee officers, as many of them do in Walajah's time.

That in some instances, he found entered in those accounts the bonds that appeared in the other dufters; but in other instances not entered.—That he found those that were entered were regularly entered, and interest was mentioned where any was due. That he could not find Mr. Samuel Johnstone's bond entered; but one to D. Briggs was entered.

That the Commissioners have made enquiry as to the amount of debts owing to creditors on the Carnatic, from Mr. Batley, Mr. Abbott, and the durbar officers, and from Reddy Row, who said the amount was about 100 lacks of pagodas. It was much about the amount I had heard from others. Mr. Abbott stated the whole at only 70 lacks.—The amount of the claims is between 23 and 24 millions sterling. In England four millions sterling has been claimed

App° 203 to 204. [Produces the depositions of Arnachilla Row and Beem Row, taken before the Commissioners.]

That the depositions of Beem Row are both in the hand-writing of the witness.

The first deposition of Arnachilla Row is in Mr. Russell's writing; the second is in the hand-writing of the witness.—That they were examined in Hindoostanee: that he thinks both were, but certainly Arnachella Row.—That the depositions were explained by Mr. Russell; that the depositions were on oath.—That the depositions were read over before they were signed.

D° 215. [Produces the deposition of Vesuvasoo Vencataramiah.]—That his name is signed to it.—That it was signed by Vesuvasoo Vencataramiah, in the presence of the witness.

That he has made further search for papers appearing to be in the hand-writing of Anunda Row.—That several were pointed out by Reddy Row in his presence. They were produced as coming from the dewanna dufters.—The papers are on different subjects in 1213 and 1215, and various years, and in 1212 and 1207, from 1797 to 1801.

That all the papers received from Reddy Row, in support of his claim, are given in, except the assignment from Gopaul Row to Reddy Row.

(Cross-

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 19 Nov. 1808, *continued.*

(Cross-Examined). That Arnachella Row and Beem Row came to the Commissioners, together with Mr. Light. They appeared to be connected.—That the Commissioners found them to vary in several particulars.—That the papers are kept in an adjoining room, in which the English writers sit; and their head assistant, the moonshee from Bengal, has access to them, with the durbar officers, or one of the Commissioners.—That he considers Reddy Row as a durbar officer.—That Reddy Row has been occasionally referred to as to the claims, but seldom examined.—That the second search was not for those particular papers.—That in the time of Wallajah, the bonds were regularly entered: they were not so in Omdut's time.—That the moonshee from Bengal generally has the key.

(Re-examined).—That the moonshee is generally attended by two or three of the durbar servants, in searching the dufters.—That part of the claim of Mr. Johnston consisted of money advanced by Spalding, Colt, and Co.—That the witness did not mean to say that the account for each month was correct; but those accounts are forthcoming.

43d. Major *Francis Thompson* states, That he was one of the Committee appointed by Government to examine into alleged forgeries of bonds.—That he remembers Arnachella Row and Beem Row were examined before the Committee in Hindostanee; that the witness acted as interpreter.—That Mr. Oliver was a member, and understands Hindostanee.—That the evidence was taken in writing by Mr. Orme.—That he is not capable, in all cases, to act as interpreter in Hindoostanee; but that he perfectly understood the idiom in which Beem Row and Arnachella Row spoke. They appeared to understand the questions put to them by the witness.

(Cross-Examined). That Mr. Anstruther, being first in the list of Committee, was president.—That he did not observe Beem Row and Arnachella Row were alarmed.—That every thing that was said was not taken down.

44th. Mr. *Robert Orme* states, That a Committee was appointed by Government to investigate into the alleged forgeries of Nabob's bonds, in consequence of a letter from Mr. Charles Loyd.

[The witness then produces a letter from the Chief Secretary to Government to the witness, as the Solicitor for the Company, dated 11 May 1808. In which letter was inclosed another from the Chief Secretary, under the same date, and addressed to A. Anstruther, Esq. Captain Thompson, Mr. William Oliver, and Mr. Robert Orme, as Committee for investigating into the subject.—The witness also produces the letter from Mr. Charles Loyd, with an enclosure addressed to him from Burna Row, Arnachilla Row, Vencata Row, Boojunga Row, and Kusinto Row.] Appendix, 178.

That in consequence of the orders of Government, Mr. Loyd, and the several other persons who pretended to possess information as to forged bonds, were summoned to attend the Committee by the witness, who acted as secretary to the Committee.—That Beem Row and Arnachilla Row attended the Committee, and were examined before the Committee by Captain Thompson, who acted as interpreter, and the witness from that interpretation, as Secretary to the Committee, then took down in writing the substance of the answers that Burna Row and Arnachilla Row gave to the questions put to them, and what they had to say.

[The witness then produces the original Minutes taken down by himself on the examinations of Burna Row and Arnachilla Row, which the witness reads to the Court and Jury. D. 188

The witness delivers in to the Clerk of the Crown, the letters from the Chief Secretary to the witness, the letter to the Committee, with the letter from Mr. Loyd, with its enclosure, and the original Minutes written by the witness.]

(Cross-Examined). That all that was said by the witnesses was not taken down in writing, but all that was considered material to the enquiry was taken down by the witness.—That the materiality of the evidence so taken down was generally judged of by the witness, at the time it was given.

The witness being asked, whether Mr. Babington did not refuse to continue to attend the Committee, answers, that Mr. Babington attended when he was required, as the Malabar translator to Government; but not being a member of the Committee, he came to their assistance when he was sent for.

That

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Wednesday, 23. Nov. 1808.

That the examinations of Burna Row and Arnachilla Row were rather tedious; but those persons did not express themselves tired with the length of their examinations, nor did they at all appear alarmed, they being willing witnesses, having voluntarily offered themselves to Government as such.

WEDNESDAY, the 23d November 1808.

Mr. *W. D. Brodie* states, That he has the deposition given by Arnachilla Row, before Mr. Connell, relative to the claim for pagodas 87,000.—[Produces it.]—That he knows Mr. Connell's hand-writing.—That there are three papers connected with the affidavit.—The date of the affidavit by Arnachilla Row, is the 22d July 1802.

(Cross-Examined.) That the affidavit was made by Anunda Row, as agent for Duttagee Row, to whom it had been assigned by Reddy Row.—That no other claims by Reddy Row were at that time mentioned.—That no sums were given to the witness, composing the amount.—Did not keep the power of attorney; it was given up.

That afterwards three other claims were made by Reddy Row, this the witness; one 37,345 pagodas, dated 13th Auguſt 1794, sworn to before, Mr. Grant, in the name of Rom Row Putuajee, claimed by Rom Row, and assigned to Reddy Row in January 1803; that it appears to be a bond.—Another for 9,447 pagodas, bond dated 19th June 1801, in the name of Narrein Chitty, assigned 1st October 1804, Reddy Row's Affidavit made 22d October, before Mr. Grant.—Another bond for 11,800 pagodas, dated 29th May 1801, in Reddy Row's name, 4th December 1805; claimed by Duttagee Row.—That the witness knows of no other claims of Reddy Row's.—That he kept the powers relating to the last-mentioned claims, because it appeared myſterious; that the witness thought there was something myſterious in coming forward so late with those claims, and the witness knowing that Reddy Row was embarrassed, the witness thought it probable that the parties had been making an improper use of Reddy Row's name.—That he has frequently attended the Commissioner's office.—That he has not left off his attendance, except when unwell.—That he then generally saw Reddy Row there; he is employed by the Commissioners.—That he does not know who keeps the key of the dufters; they are kept in another room.—That sometimes the Commissioners go, and sometimes the co ıfidential moonshee, with some of the durbar servants.—That Poona Pillay's claim is about coming on.—That the papers always are put in order before the claim comes on.—That he does not recollect being present when Poona Pillay's bundle was brought.—That he knows the bond for 38,000 pagodas was sold, but not to whom.—That he did not know the fact until yeſterday, when he enquired at the office, and found that the house were parties concerned in the purchase, to the extent of 1-7th.—That he does not know who have the other shares.—That he does not know who were concerned.

(Re-Examined.) That neither of those bonds laſt-mentioned form part of the 87,000 and odd pagodas, or of the 38,500 pagodas.—That he underſtood that Arnachilla Row and Burna Row were servants of Roya Anunda Row.—That he knows nothing more of Row and Arnachilla Row, except in consequence of their attending.—That he knows that the claims were made in England.—That the two bonds appear to be assigned after the date of the affidavit relative to the 87,000 and odd pagodas.—That Poona Pillay has several claims; that the one for salary is then coming on for discussion.

45th. *Antiapah Naig* states, That he was the ghomastah to Proboo Doss, in 1801.—That he remembers a transaction of Reddy Row's with Prooboo Doss, after Omdut's death.—That it was about one month after the death of Omdut; that the witness had been in the habit of going to Reddy Row, to demand 3,300 pagodas, for which his maſter held Reddy Row's bond.—That there were money transactions between Reddy Row and his maſter; that about one month before Omdut's death, he borrowed the money.—That he cannot say positively for whom the money was borrowed.—That Reddy Row put off the payment, saying he had not money; at one time Reddy Row put into the hands of the witness, the bond or eneatenamah, and told the witness to go to his master with it, and get him to take it in lieu of the bond given to his master.—That his master did not consent to the proposal, but said he would have a personal interview with Reddy Row.—That he does not recollect whether his

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Wednesday, 23 Nov. 1808, *continued.*

his master then wrote his name upon it.—That the bond was made out in Prooboo Doss's name.—That he does not know whether the matter was finally arranged.

(Cross-Examined.) That he has known Reddy Row a long time.—That the witness, at the time he was referred to, was in Prooboo Doss's service, as writer in Guzzerattee.—That he is employed in the Commissioner's office.

That he made his application through the durbar moonshees, and by them was introduced to Commissioners; he was introduced through the means of the moonshee, who writes Persian.—That his name is Meer Hussan Saib.—That it was not by any particular recommendation of Reddy Row; he saw Reddy Row there.—That he does not understand Persian.—That he was told when the instrument was put into his hands what it was, and the other particulars.—That he did not keep any memorandum, but recollects the amount.—That he went many times to Reddy Row to demand money; that he believes it was within a month after Omdut's death.—That Meer Hussan Saib is a moonshee in the Commissioners' office.—That being without service, he went to the Commissioners' office to get employ, and there got acquainted with the moonshee.—That he had already applied to Reddy Row to get some business; but he did not get him any thing.—That he has been at the Commissioners these four months.—That he has no bond.—That the consideration of the bond to Prooboo Doss, was advanced by Reddy Row.—That there was friendship between the witness and Reddy Row.

46th. *Prooboo Doss* states, That he has claimed before the Commissioners for eneatenamah, for 3,300 pagodas.—That he advanced that sum about two months previous to the death of Omdut, and upon the security of Reddy Row's bond.—That the money was lent on Reddy Row's own bond; afterwards the witness sent his ghomastah to demand the money, but the payment was put off from time to time; that when Reddy Row sent the Nabob's bond he repaid it.—That about four or five years afterwards there was some accommodation between the witness and Reddy Row: the accommodation was, that Reddy Row paid the amount of the interest up to that time, and the witness thereupon consented to return Reddy Row's bond, and accepted the Nabob's bond.—That the witness believes the proposal to take the eneatenamah instead of Reddy Row's bond, was made within 20 days or one month subsequent to Omdut's death; that he at that time put his name to it in Guzzerattee.

[The eneatenamah is then produced to the witness, and he points on it the name Prooboo Doss.]

(Cross-Examined.) That he answers from recollection; that the interest received was about 2,000 pagodas.—That after the interest was paid he made no difficulty.—That the witness first put his name on the paper or eneatenamah when it was brought to him the first time.—That he did not consent at first to accept the eneatenamah; he kept it in his hands for one or two days, and he wrote on it, and if there was any satisfactory account given to him. That the meaning of the witness was, that it would be better for him, as a soucar, to get the money than to take the bond.—That two years ago he brought an action.—That he had received no part of the principal money mentioned in the bond.—That the eneatenamah is in his own name.

47th. *Moorly Doss* states, That he has claimed an eneatenamah for 6,000 pagodas.—That the loan was made about a month previous to the death of Omdut, which the witness received Reddy Row's bond.—That about one month after the death of Omdut, the witness understood Row concealed himself in consequence of some action, when the witness and Cotta Vellapa Doss went to Reddy Row's house, and saw him.—That Reddy Row gave them to understand, that the sum borrowed was for the use of the Nabob; and that he had, during the Nabob's lifetime, got a bond for the money, and requested the witness and Cotta Valaba Doss to accept the Nabob's instead of Reddy Row's own bond; that they made some difficulties, and gave Reddy Row to understand they would accept it, provided Reddy Row would give his own agreement for payment of the bond, if it was not paid, or they could not procure payment: Reddy Row gave them the agreement required; whereupon they received the agreement and the Nabob's bond, and returned Reddy Row's bond.

[Produces the agreement given by Reddy Row, in Mahratta.]

See copy of this in the App^x. p.

That the agreement was then given, and it was at the last interview with Reddy Row that it was delivered.—That the witness went two or three times to Reddy Row's

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Wednesday, 23 Nov. 1808, *continued.*

house on the business.—That no other person, on account of Reddy Row, negotiated with the witness.—That only five or six days intervened between his first going to Reddy Row's and his accepting the agreement.

[A Person belonging to the court interpreter, is examined as to the copy of the agreement, proved by Arnachilla Row to be a copy of the above agreement; and it is allowed to be a copy of the original.]

(Cross-Examined.) That no power of attorney was brought by Arnachilla Row from Reddy Row to settle this matter, about five years ago.—That Arnachilla Row did not, to his knowledge, come with any power.—That Reddy Row writes Mahratta.—That the money lent to Reddy Row was on account of the Tinnevelly districts.—That Reddy Row said it was for the use of the Nabob.—That it was customary for Gopaul Kistna, the amuldar of five moottahs, to pay money to Jevergee Dava in the Tinnevelly district, and procure bills of exchange, and send them to him in favour of the circar, which he accepted and paid.—That he got no security from Gopaul Row, as there was no necessity; he paid the money to Jevergee Dava.—That he laid before the Commissioners his just claims.—If you will let him produce his accounts he will shew the amount.—That some bonds are in the name of Gopaul Doss, his uncle; even that he is not entitled to, save and except the bond in question, he has now no other claim.—That except that of Gopaul Doss, he has no other claim directly or indirectly.—That he knows Veniagum and Veineeram Dava.—That he does not recollect having conversed with Venaigum on the claim, but the conversation was as to the evidence given by Venaigum.—That the witness did not say that his account was not settled with Reddy Row by taking the encatenamah, until after Venaigum was settled with.

Venaigum Mood' states, That there was some conversation between four persons on Friday or Saturday last in the Court-house, between this witness, the last witness, Prooboo Doss, and Vaneeram Dava, respecting their claims.—That in the course of conversation, he asked Moorly Doss and Prooboo Doss, and Vaneeram Dava, whether they had Nabob's bonds in lieu of Reddy Row's bonds, previous or subsequent to the time he had obtained the bond of Nabob. They all answered, it was subsequent; Prooboo Doss said, he had received interest from Reddy Row, some money.

Vaneeram, Prooboo Doss, and *Moorly Doss,* were severally called and sworn to admit or deny what Venaigum had deposed, as to their having declared, that they effected their exchange of Reddy Row's bond for the Nabob's bond, subsequent to the time when Venaigum had accepted the Nabob's bond; and they denied having made such a declaration to Venaigum.

Moorly Doss, again called, and sworn, on mint and water, and states, That he cannot take upon himself to say whether Reddy Row was concealed; but the witness said, that Reddy Row's door was shut, and opened to him when he went there.—That he does not know whether Venaigum was the first person who sued out process against Reddy Row.—That Reddy Row was in concealment; but the witness did not know from Venaigum, that he had sued out process; the witness did not know at the time that Venaigum had sued out process.—That at the time the witness settled, he was ignorant of Venaigum's process, but that about two months afterwards he heard of it.

48th. *Vaneeram Dawa* states, That he was ghomastah to Visvananda Tawker; that Visvananda Tawker lent money to Reddy Row.—That three different bonds were given by Reddy Row to Visvananda Tawker, amounting to 21,400 pagodas.—That this money was lent about two or three months previous to Visvananda Tawker's death; that he died after the Nabob, and about four or five months subsequent to the lending the money.—That the witness was present when the money was lent, but what passed subsequently he does not recollect.—That Reddy Row came to the house of Visvananda Tawker.—That when Visvananda Tawker was indisposed, he told the witness and others that Reddy Row had proposed to give the Nabob's bond in room of his own, in case the witness, and his other ghomastahs, should find it worth while; and that the bond was a proper one; they might take it, with an agreement from Reddy Row to be responsible.—That that arrangement was afterwards made, and Reddy Row's own bond returned to him.

[The witness then produces the agreement, in Gentoo, dated in April 1804.]

(Cross-

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Wednesday, 23 Nov. 1808, *continued.*

(Cross-Examined.) That the first time Reddy Row came to Visvananda Tawker, was two or three months previous to the Omdut's death, when the money was lent; that he does not recollect that Reddy Row came to Visvananda Tawker's after Omdut's death, but came after Visvananda Tawker's death; that he cannot recollect, it may be about one year subsequent.—That he was told that Reddy Row was in concealment, but the witness saw him when he came to Visvananda Tawker's house; that he went to Mr. Abbott's, but did not offer to give his evidence to Mr. Abbott; that Paupiah wished him to go to Mr. Abbott; that he did not say to Mr. Abbott that he knew nothing about the matter, but that the other ghomastah did, as the other ghomastah is dead. That they asked for Teevena Naig, who was under him. That he has delivered his bonds for money lent to Walajah and Omdut, through Colonel Barrett, in such manner as other soucars.

(Re-examined).—That he was examined at Mr. Light's office, at the desire of Paupiah, subsequent to the time he was subpœned for Reddy Row.

49th. *Narrain Row* ſtates, That he was in the service of Walajah and Omdut.—That he is in the service of the present Nabob.

[B.— No. 49. produced.] It is in the hand-writing of the witness; remembers that it was written on its date; besides his own writing, there is the seal and signature of the Nabob. It is dated 23d June 1797. Appendix, 219.

[C.— No. 26. produced.] It is in the witness's hand-writing. The Nabob's sewad, and other letters in his writing, appear on that paper. The endorsement denotes that it was received 3d Rabee Ubawal. It is written by Baborrogloo or Babor Row, who is not in Madras, but in the environs, seeking his livelihood.—Since Nabob Omdut's death, does not recollect Babor Saib was in the service of the present Nabob. Dated 26th Auguſt 1807. D° 216.

[D.— No. 27. produced.] It is his hand-writing. There appears a sewad of the Nabob, and on it is written "The cadjana and Mahomed Poor are the same," in the hand-writing of Nabob, endorsed by Baboo Row.—It is a representation from Reddy Row, and dated 14th September 1797. D° 217.

[E.— No. 28. produced.] Is his own hand-writing; that the Nabob's hand-writing is on the top—"This money was received at a proper time; I am very glad of it," is the translation of what is written by Nabob. It is dated 11th September 1797.—That there is no signature of Colonel Barrett, as it is not cuſtomary to sign such like papers. D° 218.

[No. 1. produced.] Is Anwer Ally Khan's account.—The Nabob's sewad appears on them, and Anwer Ally Khan's mohur, or seal, also appears on them; that they appear to be entered in the dufters in Vencatoroyloo's writing, a Persian writer, who died three years ago.—That the body is in the hand-writing of Anunda Row, the sheristadar of Anwer Ally Khan, not the defendant. He does not know where he is. D° 156.

[No. 2. produced]. Is in the hand-writing of the defendant, Anunda Row. It is indorsed, "it is understood," in the hand-writing of Seenwara Row. He was one of four sheristadars. It is dated 11 Suffer 1213, or 26th July 1798. D° 164.

[No. 3. produced.] The endorsement is in the hand-writing of Senewara Row; the body is written by Anunda Row, the defendant. It is dated 10th Suffer 1213, or 25th July 1798. It is the account current of the defendant, for 38,500 pagodas. D° 165.

[No. 9. produced.] It is in the hand-writing of Roya Anunda Row, who died in Omdut's time. He died about one year before the Omdut's death. It is an authority to Colonel Barrett to make out bonds. Dated 11th October 1797.—Sees Nabob's writing on the face of the bond. Endorsed, that it is "entered in dufter" in the writing of Roya Anunda Row. D° 168.

[No. 22. produced.] Are two papers: the original is written by Vencata Row, deceased, and the copy written by the witness.—That he remembers writing that copy about 20 days previous to the death of the Nabob. The witness made the copy, as is usual in such cases. D° 176.

[No. 11. produced.] The witness drew that paper: that there was an appointment of Roya Anunda Row to go into the countries, and he wrote to the Nabob for a moonshee.—That at the bottom is Roya Anunda Row's writing, and also at the bottom is the Nabob's sewad.—It is an address from Roya Anunda Row to the Nabob, recommending the defendant, Anunda Row, as a writer; and the Nabob agrees to retain him at a salary of 40 rupees per month. D° 168.

[No. 12.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday. 24 Nov. 1808, *continued.*

Appendix, 169.

[No. 12. produced.] Is an application for the increase of salary to Anunda Row, to 15 pagodas per month; that the witness wrote it; that he is therein described as Anunda Row, son of Vencata Row, and it is dated 1st Rabul Sanee, 1214 Hegery, 2d September 1799; there is a sewad upon it.—That the top is the Nabob's writing. That it is the same Anunda Row mentioned in the last paper, *and the defendant.*

THURSDAY, the 24th November.

Narrain Row's Examination continued.

[No. 13. produced.] It is in the hand-writing of the witness; there is a sewad of the Nabob annexed to it, 24th May 1801.—It is an application in favour of the defendant Anunda Row, for a tunkah for arrears of pay; the amount is not mentioned.

[No. 14. produced.] It is in the hand-writing of the witness; it is a transcript of a tunkah on Vellore, for 200 pagodas to the defendant Anunda Row, dated 22d December 1800.—[Withdrawn on an objection being made to its being only a copy.]—It is agreeable to the cuſtom to make out such applications; it was written by the witness, and was so written on the order of principal persons, such as Anunda Row and Reddy Row.—That the witness is acquainted with the writing of Anunda Row, the defendant.—That the witness was in the habit of seeing papers in the writing of Anunda Row come into his office; that he has had an opportunity of seeing him write; knows his character and manner of writing.

[The bundle of papers, No. 48. are then shewn to the witness.]—These were taken out of the dewannee dufters.

A.— Is Anunda Row's writing; it is dated 28th Sheban 1212, or 15th February 1798. It is an address from Roya Anunda Row, Reddy Row, and Senevasa Row.

B.— Is Anunda Row's writing; it is dated the 28th June 1798. It is a list of moonshees and English writers who have one month's pay. The body is written by Anunda Row the defendant; there is the Nabob's sewad upon it; "I have perused it." That is in the hand-writing of the Nabob.

C.— A like list, dated 30th Mohurrum 1213, or 15th July 1798. It is in the defendant Anunda Row's writing.

D.— Is in Anunda Row's writing; it contains the particulars of the different amounts of the revenues of Arcot country, for the year 1207 Fusly, only mentioned from July 97 to 98. It is to shew the computation of the amount for that year.

E.— Is Anunda Row's writing; it is a receipt taken at the time the jaghire was given to Colonel Barrett. It is cuſtomary to take such a receipt, dated 1st Zamadee ul Aval 1215, or 21st September 1800.

F.— Extract of a letter or arzee from Hussaun ul Mulk Bahaudor, dated 27th Rajeeb 1215, or 15th December 1800.—That he the witness was a Persian writer in the dewannee dufter.

G.— Is in the defendant's writing; purporting to be an account of servants' wages due to the 13th Zelhage 1215, or 27th April 1801.

H.— Is in Anunda Row's writing; purports to be the amount of the different districts of Arcot Soubah, the total where of is 830,000 pagodas, 1208 Fusly; there is no month.

I.— The endorsement is in the hand-writing of the defendant Anunda Row, and also the body of it; dated 10th Ramzan, 1212 Hegira, or 27th February 1798.—It purports that Roya Anunda Row was directed to go to Tinnevelly and Travancore, requesting a retinue, such as horses, palanqueens and servants.

K.— The body is in the defendant's writing them, oval or arzee of Roya Anunda Row, to the Nabob, respecting an eneatenamah for 42 pagodas, relating to a nuzzar to the aumildar of signed Roya Anunda Row; dated 18th Ramzan, or 7th March 1798.

L.— The witness points out an endorsement on this paper in the hand-writing of the defendant Anunda Row; purports that the contents was translated into English by the direction of Colonel Barrett. The body is not in the defendant's writing; the body is in the hand-writing of another moonshee; dated in the body 1207 Fusly. The month appears on the endorsement, 15th Shaval, or 3d April 1798.

M.— Is dated 1202 Fusly; it is a statement of the different servants. A list of

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday, 24 Nov. 1808, *continued.*

of the names of buckshees to be with the amount of their salaries. It is in the defendant's hand-writing.

N.— In the defendant Anunda Row's hand-writing, dated 26th Jamadee ul Awall 1213 Hegery, or 6th November 1798; it is the particulars of Kistbundy of the Tinnevelly districts.

O.— Is an arzee or memorial to the Nabob by Roya Anunda Row, to be allowed to settle the account of Mr. Johnston; the whole is written by the defendant, Anunda Row; the account relating to the tunkah on Tinnevelly, of 1209 Fusly.

P.— Is dated the 1213 Hegira 29 Ramzan, or 7th March 1799; the body written by the witness, endorsement by the defendant, Reddy Row, purports to relate to a tunkah or towajee; endorsement is written by the defendant, Anunda Row, and purports that the body was translated into English by order of Colonel Barrett; it is in favour of several persons.

Q.— Dated 1207 Fusly, in the defendant Anunda Row's hand-writing; the amount of the revenue of several districts under Arcot renter.

R.— Is in the defendant's hand-writing. It is an arzee to the Nabob from Reddy Row, desiring a jaghire to Akeem Ahmed Khan, a native doctor, 21st Jamadee Sany 1213 Hejire, 30th November 1798.

S.— Is in the defendant's hand-writing, purporting to be a list or amount of tunkah and perwagees on different districts, in the year 1207 Fusly.

T.— Is a list of tunkahs at Chilton, for 1209 Fusly, in the defendant's writing.

U.— Is written by Anunda Row, the defendant; it contains the particulars of the settlement of Mr. Linsday's account.—The particulars of accounts up to 15th August 1798.

V.— The body of this paper is written by the defendant, Anunda Row, and signed by Roya Anunda Row, and Senewas Row; is dated 8th Mohurrum 1214 Hegira, or 13th June 1799, purporting that Chemniah Moodeliar wishes to have a Cowle on the Nellore districts, respecting 75,000 Madras pagodas.

W.— Is written by the defendant Anunda Row, and signed by Roya Reddy Row and Roya Anunda Row, respecting the jaghire of Hussain Ali Khan, dated 17th Sewall 1214 Hegira, or 14th March 1800.

[Sundry papers are then given to the witness to look at, and point out such as are in the hand-writing of the defendant Anunda Row.]

No. 18.—The defendant's hand-writing on the endorsement; the body is written by Coop Chund; it is a memorial given to the Nabob, to remind him that a letter should be written to Madara Row at Arcot to settle accounts without delay; the date does not appear, but it states that Madara Row had neglected to send account for 1208 Fusly. Appendix, 172.

No. 19.—The endorsement is written by the defendant, Anunda Row; it purports that it was translated into English by order of Colonel Barrett; it is dated 5th Suffer 1213, or 20th July 1798.—The sewad is of the Nabob; the words "It is exhibited," were written by the Nabob. D° 173.

No. 17.—Are four receipts for wages in 1798; they are all in the hand-writing of the defendant Anunda Row, and the sewad of the Nabob is on all of them.—They are of different dates.—One is dated 30th Rajeeb 1212 Hegery, or 18th January 1798.—Another, 8th Suffer 1213, or 23d July 1798.—Another, 10th Rabee ul Awal, or 23d August 1798.—And another, the 29th Jamedee Sany, or 8th December 1798. D° 170.

No. 20.—Is in the hand-writing of the witness. It is a list of nuzars received from different districts, with names of servants and others.—That in all three the name of Anunda Row appears as a moonshee. In one, pagodas 28; 80 rupees in another; and in another, 34½ pagodas, as the share of the defendant Anunda Row.—That these are all in the hand-writing of this witness.—That the Nabob's sewad is on two, and the Nabob's writing on the other; that the name of Anunda Row, the defendant, is mentioned in those three papers.—That the witness personally knew the defendant, Anunda Row, as a servant at the durbar before the Omdut's death, and he was carried to Arcot by Roya Anunda Row; acted as moonshee and mootooseddie at the durbar. That the defendant, Anunda Row, was always employed in the department with Reddy Row and Roya Anunda Row as dewan megery peischcar, and also as Mahratta sheristadar.—That he remembers the defendant, Anunda Row, a servant at the durbar; that about that time the durbar from 1206 Fusly; that about that time the defendant Anunda Row D° 174.

No. 7.

TRIAL of Reddy Row and Anunda Row for a conspiracy and cheat.

Thursday, 24 Nov. 1808, *continued.*

was sent with Roya Anunda Row to Arcot, in Aunie, or June 1797; that he came back about two months afterwards; that from his return he continued in the same situation under Roya Anunda Row and Roya Reddy Row, and so remained until he had an additional service under Colonel Barrett; and even that was by the direction of the Sirkar: it was about 1210 Fusly that he got that additional employ; that he continued in such employ until the death of the Nabob.—That the witness used to go to Colonel Barrett's office.—That the witness knows the Mahratta language, and knows Roya Anunda Row's writing.—[A Mahratta paper produced.]—It is the hand-writing of Roya Anunda Row, the whole of it in the preface; according to custom, it proceeds with benedictions to Reddy Row; it is the will of Roya Anunda Row, and is witnessed by two witnesses, viz. Duttejee Row, and Runga Row.—[A Mahratta letter produced.]—Signed by Roya Anunda Row; dated from Arcot, 5th Audy, 1207 Fusly, or 17th July 1797, addressed to Reddy Row. It states that he had received a letter from Colonel Barrett, desiring the aumildar to send 55,000 pagodas; to pay money borrowed from Mr. Conolly.—That the witness knows the defendant's hand-writing in Mahratta language.

[A. produced by Conoly Row, is shewn to the witness.]—Although the name of Anunda Row appears there, it is not Anunda Row's writing.

[B. produced.]—There is no part of it in the hand-writing of the defendant, Anunda Row.

[C.— produced.]—God knows whose hand-writing it is; but it is not the defendant Anunda Row's writing.

[D.—E.—and F. produced.]—None of these three are in the hand-writing of the defendant Anunda Row.—That he is in the dewanny department.—There are four sheristadars in the head department, and there are besides mootooseddies in that department; there is now no use for that department; that the witness at present is not under any one, that he is now only looking over the garden business; there are gardens at Arcot and Trichinopoly, he keeps that account; that the only revenue is now some fruits.—That during Omdut's time the accounts relating to the collections of the revenues and other departments used to come to his office, and he entered them and made a copy.—That Roya Anunda Row and Reddy Row were at the head of the dewannee dufter department, the accounts and other things were kept by the witness, those persons had the management.—That he acted truly as a servant of the durbar.—That the defendant Reddy Row was peishwa before, and the present Nabob does him now the same honour of allowing him to act as peishwa.—That the dewannee dufter was delivered at the Commissioners cutcherry by Mr. Batley, Coop Chund, Reddy Row, and Tremul Row.—That the witness is not in attendance on the Commissioners, he went there once; that the Commissioners employed him to find out a paper about Mr. Johnstone's claims and Tremul Row and Runga Row were employed in the same business.—That there is no fixed rule for transmitting aumildar's accounts, sometimes they are made out by succeeding and at other times by the preceding aumildar; if an aumildar is turned out, the accounts are rendered by the successor.—That there was not a single account rendered after Hussain ul Mulk succeeded.—That Appagee Row and Candal Row were together keepers of the cash accounts, but Appagee Row was the acting man; Candal Row also kept accounts.—That it is not two distinct accounts, they assisted each other in keeping the same accounts.—That the accounts kept by Cadjana Candal Row and Appagee Row must be in cadjana dufter.—That the custom of entering the account in the dewannee dufter was not regular even in Walajah's time, and in the Omdut's it ceased.—That if an aumuldar who had borrowed money was immediately afterwards turned out, the soucar must produce the agreement of the amuldar, and the eneatenamah given by the Nabob encouraging the soucars to make the advances.—That the witness knows that in the case of Gopaul Row's loan, that an eneatenamah was given, but as to the agreement he knows not, as it must have taken place at Arcot.—That if intimacy subsisted between the amuldar and soucar, no necessity for a writing from the amuldar.—That by the admission of the amuldar, either personal or otherwise, the bond would be granted by the Nabob.—That Anver Ally Khan was the son of the old Nabob, and therefore this account might be settled in any way the Nabob liked.—That he cannot say whether it is not usual for the amuldars to give their own bonds to the soucars, and get the Nabob's curreanamah.—That the officers of the dustgardon dufters, viz. Runga Row and Soondara Row, settled and kept the accounts of loans.—If these two persons happened to be present, then the accounts are written out by them, but it would otherwise go to the dewannee and Colonel Barrett; that the accounts as to Gopaul Row's money

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday, 24 Nov. 1808, *continued.*

money were written by the dewannewar; that about 30 or 40 papers were shewn to him.—That there was not one person only employed in the dewannewar, there were three or four employed by Colonel Barrett, Tremal Row, Soonawasa Row, Kistna Row, Vencatarum Pundit, Roya Anunda Row, and Roya Reddy Row.—That these persons did not use to write, they were managers and heads, and there were moonshees under them.—That in case the moonshees were not present the heads sometimes used to write the accounts; that it depended on the pleasure of the dewan, who might order whom he pleased.—That these regularities were regularly observed in Walajah's time, but not so in Omdut's time.—That when bonds were granted they were entered in the dustgardon dufters.—That the Nabob Omdut executed bonds in his time which were not entered at all.—That the bond in question is entered in the dustgardon.—That there would be a copy in the dustgardon dufter.—That it is also entered in the dewannee dufter.—That the entry of a bond on the dewannee dufter did take place, but it is not the regular and fixed rule to enter it there; that it entirely rests with the Nabob, sometimes it was, and at other times it was not; that as to the entry bonds, the whole power is with the Nabob.—That the entry would appear in some of the departments, it is very seldom that it would appear in some of the departments.—The dewan directed the sheristadars, and they directed the moonshies.—That the bond in question was written by the defendant, Anunda Row, and the entry is by him the witness.

(Re-Examined.) [No. 3. again produced to the witness] That is the regular way of making out the accounts.

No. 2. Is a sufficient voucher for making out a bond.

50th. *Chinny Reddy Row* states, That he was sheristadar in the dewannee; his father was so before him, that his name was Kistnah Row, that the witness acted with him.—That he knows the hand-writing of those he was in the habits of seeing write, and knows the defendant Anunda Row's writing, and also Roya Anunda Row's.—That he became acquainted with the defendant Anunda Row the first time, when he was sent from the durbar with Roya Anunda Row; Anunda Row was under the direction of Roya Anunda Row, he was in the durbar service under the direction of Roya Anunda Row.—That the defendant remained absent from Madras about two and a half months, that afterwards he was in the same capacity under Roya Anunda Row and Reddy Row, at the durbar; that the witness had often occasion to see the defendant Anunda Row, as the witness was sheristadar in the dewannee department.—That the defendant continued in the same employ till the death of the Omdut.—That Col. Barrett was dewannee; and the head of that department, that Roya Reddy Row, and Anunda Row were his deputies.

(No. 5. is produced to the witness)—It is his own hand-writing; that the seal is Reddy Row's.—[The copy of this paper is annexed to the affidavit produced by Mr. Brodie, as sworn to by Arnachella Row.]—This is an arzee addressed to the Nabob, dated 1 Samadie, Sany 1215, or 20th October 1800; the sewad is the Nabob's.

(Cross-Examined.) That he is a relation to Roya Reddy Row.—That the defendant Reddy Row's daughter was given to his son.—That his aunt's daughter was given to Reddy Row.—That he does not know of Anunda Row's having been at Chillumbrum; that had Anunda Row been at Chillumbrum he must have known it.—[Paper produced to him]—Denies it to be in the hand-writing of the defendant Anunda Row.

51st. *Duttajee Row* states,—[Roya Anunda Row's will produced]—That he has subscribed his name as a witness to the will.—That he was present when the paper was written, and at his instance subscribed his name. The other witness is Runga Row, who is dead; that it is dated September 1800 in Pertsaury month, or September, of Rowdry year.—That in one part of his estate is 40,000 pagodas, and in another part 60,000 pagodas, in all 100,000 pagodas, which he gives to the defendant Reddy Row, with all his children and family.—That Roya Anunda Row died within a week afterwards, that the witness was nephew of the deceased.—[The assignment from Gopaul Row to Reddy Row is produced,]—That the witness subscribed his name as a witness to it; it is an assignment from Gopaul Row to Reddy Row; Runga Row, the other witness is dead.—That Gopaul Row is dead; he was a relation to the witness.—That Gopaul Row died five years ago, the date is 12th April 1802.—That it purports to be an assignment of the bond for 38,500 pagodas.

Appendix, 295.

D° 192.

(Cross-

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday, 24 Nov. 1808, *continued.*

(Cross-Examined.)—That Reddy Row is uncle to the witness.

52d. *Muggravie Ram Row* states, That in Omdut's time he was the keeper of accounts of gardens and buildings, that in Walajah's time he was in the Arcot's department—That he remembers the defendant Anunda Row from the time he accompanied Roya Anunda Row to Arcot, that it was 5 or 6 years previous to the death of the Nabob Omdut.

53d. *John Dunstead* states, That he was in the employ of Messrs. Francis Santom in 1797; that an account was opened with Mowboorez Sung Hussain Khan; that Mr. Conolly negociated the transactions under that name.

Sundry books of Messrs. Francis Santom and C° are then produced, and the entries appearing under the head of "Mowbarez Sung Hussain Khan," in the months of June, July, and August, 1797, are read by the witness.

Friday, 25 Nov. 1808.

FRIDAY, the 25th November.

Mr. *John Dunstead* (continued.)

(Cross-Examined.) That no transaction of Dr. Connell's borrowing 55,000 pagodas appears in the cash-book, on or about the 15th June 1797; nor does any payment to Dr. Connell appear in the books about that time.—That as the transaction was distinct from the durbar transaction, an entry does appear in the cash accounts.

(Re-Examined.) That on the 15th June 1797, a sum of 1,13,000 pagodas was paid by the house on that day account of kist; that Mowbarez Sung Hussain Khan is entered as the debtor; that the entry of two sums to the above amount are cash payments.—That the entries in the account current with Paupiah are dated on the 24th.—That the entries in that account are only transfers with Paupiah.—That Dr. Connelly negotiated the whole transaction of that account of Mowbarez Sung Hussain Khan, and the balance of that account was in November debited to the Nabob.

Appendix, 188. [An account current of the Nabob produced to the witness.].—That Mr. Connelly's signature is to it; that the account appears to be settled by a mortgage of Chepauk.

D° 190. [The witness then produces the letter-book of Messrs. Santom and Co. and read a passage from their letter to the Nabob of the 26th July 1798.]

54th. *Vencata Row* states, That he was amuldar of Manargoody under Paupiah only once; that he was amuldar from 5th January 1799, to Pertsausy 1209 Fusly, or September 1799.

[Certain letters produced.]

D° 200. No. 67. It is Accodanum Ramsaundy's writing, dated 15th Janr 1799, received 17th January, directed to the witness, as amuldar of Manargoody.

No. 68. Is from Paupiah to the witness, dated 11th January, received during his amuldarship; same direction.

No. 69. From Paupiah to the witness, dated 11th May 1799, directing the witness to return to Madras.

No. 70. Dated 12th May 1799, from same to same.

No. 71. Dated 29th June 1799, from Paupiah to the witness as amuldar.

No. 72. From Paupiah to the witness as amuldar, dated 14th July 1799.

No. 73. From Paupiah to the witness as the amuldar, dated the 11th August 1799.

No. 74. From Paupiah to the witness, dated 15th September 1799, to the witness as amuldar.—That they are all addressed to the witness as amuldar; that Ramasawney took charge about twenty days before the witness became amuldar.

Appoo Row, Vittul Row proceeded, (contain letters from 75 to 84 produced to the witness.)

D° 197. No. 75. Is written Ramasawney, brother to Paupiah.

No. 76. Is in Mahratta, signed by Ramasawney.

No. 77. Is from Ramasawney to Appoo Row, dated 8th Margaly, or 18th December 1798.

No. 78. Is from Ramasawney, dated 7th Margaly, or 18th December, 8 Fusly.

No. 79.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 25 Nov. 1808, *continued.*

No. 79.—Is from Ramasawney to Vittal Row, dated 13th Margaly 1208, or 24th December 1798.

No. 80.—Is from Ramasawney to Vittal Row, dated 19th Margaly, or 30th December 1798.

No. 81.—Is from Ramasawney to Vittal Row, dated 20th Margaly 1798, or 31st December 1798.

No. 82.—From - D° - to - D° - the same day and month.

No. 83.—From - D° - to - D° - 6th January 1799.

That the witness was succeeded by Govindah Pillay, who acted for Bavany Simker Row, at the latter end of Partawsy, in the beginning of October 1209 Fusly.—There is the signature and seal of Paupiah to this paper; it is dated 8th October 1799.—That during the time the witness was aumildar, the defendant, Anunda Row, was not under him, nor in that talook. That the defendant was not in the employ of the circar, nor under the witness; that there was a person of that name in the cutcherry there; that he was a muzzumber or writer of Mahratta accounts some time before he was discontinued.

(Cross-Examined.) The first time he saw Anunda Row, the muzzumdar was in that talook since; for a long time he did not see him; lately he has seen him in the Fort at Madras; does not recollect his country name; that one Reddy Row was muzzumdar before that Anunda Row he has just named; that Anunda Row was two months muzzumdar. That previous to Paupiah taking possession, the witness was amuldar for five talooks, viz. Chillumbrum, Manargoody, Cavengeny, Teraloovooloor and Cullacutechy. That Paupiah took possession of Manargoody in 1208 Fusly, in Margaly, or December 1798.

55th. *Vittul Row* states, That he was peishcar of Manargoody under Paupiah. The talook in question was taken possession of by Ramasawney, the brother of Paupiah, in Margaly 1208 Fusly, when Appoo Row was peishcar one week, and the witness two weeks.—That he corresponded with Ramasawney.

[The letters 79. 80. 81. 82. and 83, shewn to the witness.]

No. 79.—Was written by Ramasawney to the witness. Is dated 13 Margaly, or 24th December 1798, directing him to remit 5,000 pagodas. It is addressed to the witness, as peishwa. Appendix, 198.

No. 80.—Dated 19 Margaly, or 30th December 1798.

No. 81.— } All relate to the talook.
No. 82.— }
No. 83.— }

That during the witness's time, the defendant, Anunda Row, was not employed in the cutcherry. He is related to the defendant, Anunda Row; formerly the defendant, Anunda Row, was an inhabitant of Chillumbrum. The defendant's family are inhabitants of Chillumbrum.—That he remembers the defendant, Anunda Row, was there at the end of 1208 Fusly, or about July 1799; that he was not employed on any business; that he went there to recover his health, and stayed a short time only.—That after the removal of the witness he was at Chillumbrum five or six years.

Cross-Examined. The defendant was for two months at Chillumbrum, after which he came to Patnam or Madras.—That he lives in a house which he has rented: Sam Row and the witness live together. Anunda Row, the defendant, is a tenant in the same house.—That the witness is cousin to the defendant Anunda Row.

56th. *Appoo Row* states, That he was peishcar of Manargoody in the same year that Paupiah took possession; that Ramasawney appointed the witness peishcar; that he corresponded with Ramasawney.

No. 75.—Is a letter to the witness, dated 12th December 1798.

No. 76.—Is addressed to the witness's peishcar of Manargoody; no date; received it while peishcar. It is in answer to a letter from the witness.

No. 77.—Dated 6 Margaly, same year, styling him peishcar, and relating to the talook.

78.—Is dated 7 Margaly, Fusly 1208; is a letter as to appointing Vittul Row in the room of the witness.—That the witness is no relation of the defendant Anunda Row; that they are of different casts.—That the defendant, Anunda Row, was not

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 25 Nov. 1808, *continued.*

in any employ when the witness was at Manargoody.—That the witness was examined before the Commissioners.—That he is in the service of the cutcherry.

(Cross-Examined.)—That Mr. Wood recommended the witness; that he was waiting on Mr. Hurdis; but Mr. Wood addressed a letter to Mr. Goad the Commissioner.

57th. *Shasgerry Row* states, That he was peishcar of Manargoody under Paupiah, in Margaly 1208.—That during the time he was peishcar, the defendant, Anunda Row, was not in any employ at Manargoody; knows the defendant four years in Madras.—That there was a person of the name of Anunda Row at Manargoody.—That during the witness's time, Reddy Row was Muzzindar; and being obliged to go to his village on account of the death of a relation, the witness recommended one Anunda Row, who had a cross mark on his forehead, different from that of the defendant Anunda Row.

[Paper produced to the witness.]—Is written by Reddy Row, who had recommended Anunda Row: it purports that it is a security for Anunda Row, and for his diligence.—That the witness was examined before the Commissioners.

(Cross-Examined.) The witness denies that he was confined for embezzling money; he was under a peon. But the reason is plain: Paupeah, when he came to Manargoody, desired the witness to raise 8,000 pagodas, as a nuzzar, and that being against the conscience of the witness, he would not do it, and desired Paupiah to get somebody else to do it. That he was not confined by Paupiah for embezzling money.—That the nature of his employment would not permit him, in that situation, as he was not amuldar, but peishcar.—That the last witness, as amuldar, did not appoint the witness to take care of the money.—That the witness now carries on mercantile affairs. He is not a broker, but by his own money he buys and sells.—That he was never employed to sell Nabob's bonds.

58th. *Subbapaty Jyah* states, That he is an inhabitant of Manargoody, and one of the head inhabitants; that he was resident at Manargoody in 1207-8 and 9 Fusly.—That he remembers Vencat Row as amuldar under Paupiah.—That he first knew the defendant, Anunda Row, in 1210 Fusly, at Madras, when he and other inhabitants came to complain to Colonel Barrett.—That Anunda Row never was employed at Manargoody.—That the witness must have known Anunda Row if he had been there.

59th. *Telerraig Pillay* states, That he is from Manargoody district, and a principal inhabitant, a Nataivar; that he was resident there in 1207-8 and 9 Fusly.—That this is the first time he ever saw the defendant, Anunda Row, and if he had ever been actually employed in the cutcherry, the witness must have known him.

60th. *Sharna Row* states, That he was employed at the Chillumbrum cutchery.

61st. *Nijam ul Deen Ahmed Khân* states, That he knows the defendant Anunda Row, knew him during Omdut's time; that the Omdut was his (the witness) mother's brother; that the witness first saw Anunda Row in 1213 Higery, in Suffer month, or July 1798.—That he went to the room where Colonel Barrett was, and happened to see the defendant there.—That he proposed to have the amuldarship of two places, but Colonel Barrett wished the witness to rent them: this is the same he before-mentioned.—That the witness had occasion to speak to Anunda Row; that Anunda Row was sent to him by Reddy Row.—That Anunda Row was the bearer of messages to the witness, and this was at the time he has before mentioned.—That he recollects a message from Paupiah to the Nabob, which the witness delivered; Paupiah offered a present of chinapittah, or ornament for the waste, set with precious stones; the value was mentioned at pagodas 12,000.

62d. *Sabbapetty Row* states, That he knows the defendant Anunda Row; that he is peishcar to Abdul Cawder Khân, and he used to go to the durbar on account of his principal.—That he knew the defendant, Anunda Row, before the death of Omdut; four years previous to his death he knew the defendant Anunda Row.—That he has often seen the defendant write in Mahratta, and is acquainted with his character and manner of his hand-writing.—That Abdul Cawder Khân rented several districts, and the witness had frequent occasions to see the defendant Anunda Row, on settling the affairs of his master.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 25 Nov. 1808, *continued.*

[A. B. C. D. and E. produced to the witness.—They are not the defendant's writing.

63d. *Sukka Row* states, That he knows the defendant Anunda Row.—The witness is in the Nabob's service, he keeps an account of the house expenses of the present Nabob's begum.—That none of the Mahratta papers, marked A. B. C. D. and E. are in the defendant's hand-writing.

64th. *Seenevasa Row* states, That he knows the defendant Anunda Row, has known him 15 years; that he first knew him at Arnee, has known him at Madras, and intimately.—That he knows his hand-writing in Maratta.—That the exhibits from A. to E. are not in the hand-writing of Anunda Row; that the witness never saw Anunda Row write Malabar, nor does he know that he can read it.

65th. Buckshee *Ram Row* [looks at the list of servants] points out the name of Anunda Row, and states that it is the defendant Anunda Row; that it is three years since the lists were made out.—That there is the certificate of the witness annexed; the other name is Banajee Row's writing.—That the defendant Anunda Row's name is there for wages as a sirkar servant, from 1st Rabeesaney 1214 Hegery, or 2d September 1799, to 19 Rabeesel Awal 1216 Hegeree, or to 31st July 1801, at 15 pagodas per month; that the date of the paper does not appear.—That he knew the defendant Anunda Row in the service of Omdut, but the defendant belonged to Banagee Row's department.

66th. *Narasama Charry* states, That he was in the service of Srus ul Malk.—That he had occasion to go to the durbar; that there was a dispute between his master and the renter, and on that account he had occasion to go to Roya Anunda Row.—That he saw the defendant Anunda Row at the office of the dewan of the Nabob.—That the first time he saw defendant was in 1796, and he continued to see the defendant till the death of Omdut.

(Cross-Examined.) That he first saw the defendant in May 1796.—That when Roya Anunda Row went to Arcot, he knew that defendant was with him.—That the witness is without service.—That Roya Anunda Row only went to Arcot once.

67th. *Bawany Doss.*—[Refused to be sworn on mint and water.]

68th. *Tremal Row* states, That he knew the defendant Anunda Row four years before the Omdut's death.—[No. 23, produced to the witness]:—It is his hand-writing; was written three years ago, by direction of the present Nabob; that the witness is not under any one, but wrote it by the direction of the Nabob.—That paper relates to Anunda Row the defendant; that it shews arrears for 22 months to be due to the defendant.

SATURDAY, the 26th November.

Saturday, 26 Nov. 1808.

69th. *Mattum Shasha Charry* states, That the defendant Anunda Row lived at the witness's house as a lodger in Vyary of Pangalee, or May 1797; that he lived one month and then went to Arcot, when he returned he lived one or two years.—That he returned from Arcot in two or three months, and then lived with the witness about two years and a half.

(Cross-Examined.) That he is a priest and a poet, and a man of good education.—He denies being with Duttajee Row a few days before the sessions; and that he has had no offer of money to give his evidence.

70th. *Kirkally Shashea Charry* states, That he is a neighbour to the last witness, and remembers the defendant, Anunda Row living in the house of the last witness.—That previous to twelve years he remembers the defendants, and that the first time the defendant came to lodge there was twelve years ago, in the year Pengala or Vyassee, in 1797.

(Cross-Examined.) That he has made one cadjan memorandum, as there was a great feast at Congeveram, and some of his friends went on pilgrimage.

71st. *Conary*

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 26 Nov. 1808, *continued.*

Appendix, 156.

71st. *Conary Achary* states, That he has officiated as minister to the defendant, Anunda Row; that he is deputy minister; that the minister is at Streerungapatam.—That when he first officiated as priest to the defendant Anunda Row, there was an annual ceremony customary amongst the Bramins. It happened in May, in Pringala year, when the defendant lodged with Shasha Churry, in Triplicane.—That the witness used to attend the defendant on annual and periodical ceremonies.

72d. *Ahmed Newas Khân* states, That he is the son of Anwer Ally Khân.—That it is a long time since he saw the seal of his father, but if produced, he can speak to it. [The Accounts with the seal are then produced to him.]—That it is his father's seal.—That he has seen the seal before his father's death, but not since.—That he is the eldest son.—That he does not know whether it is in existence or not.

73d. *Malhar Kishen Row* states, That he was peishcar under Anwer Ally Khân at Arcot.—That he remembers Roya Anunda Row coming up to Arcot. He also remembers the defendant Anunda Row.—That Appoo Row was then sheristadar; but not the defendant, Anunda Row.—That Anwer Ally Khân came to Arcot in 1206 Fusly, and remained two or two and a half months.—That Roya Anunda Row and the defendant were up at Arcot during that time.—That Anwer Ally Khân went to some districts and then came to Madras, and accounts were made up at the Huzzoor or at Madras.—That before the expiration of this time, Anwer Ally Khân left Arcot and went to another place, and then went to Madras.—That after he was peishcar, when Hussain ul Mulk took charge, and the witness remained in the same situation till the Company took charge.—That the witness was present at a meeting at Reddy Row's house, when the prosecutor Paupiah was there.—That he was present at the house of the defendant in Triplicane about four months ago.—That one night, it was a Saturday night, between two and three o'clock, one Cadjana Sooboo sent a man to the witness and Malhar Row; in consequence the witness and Malhar Row went to Cadjana Sooboo Row's house, where Cadjana Sooboo Row informed—[Stopped by the Court.]—Then the witness and Malhar Row went to Reddy Row's house, where they told him that one Sentajee had been sent by Paupiah to have an interview with Reddy Row.—That Reddy Row refused telling them.—That Paupiah was of a ferocious and bad character.—That the witness and Malhar Row remonstrated with Reddy Row, and at length he consented to see Paupiah. In the course of the conversation, Paupiah accused Reddy Row of having been the cause of prejudicing his character, and having been detrimental to his affairs. Reddy Row desired to know on what point; Paupiah answered, that Reddy Row had used his utmost endeavours to prevent the sale of a jewel to the Nabob through Sooboo Row; and again, when Paupiah offered to sell some of the Nabob's bonds, Reddy Row had said that his bonds were most part made of usury and exorbitant interest. Then Paupiah made a proposal to Reddy Row, that if Reddy Row would consent to pass all the bonds which were in the hands of Paupiah without making objection, he would be his intimate friend, and render him all the assistance that lay in his power. Whereupon Reddy Row replied, that no consideration would induce him to accede to such a proposal. Paupiah earnestly requested Reddy Row not to entertain any enmity against him; beetle and nut were then served. The witness and the person who accompanied him observed, that a reconciliation ought to take place: Paupiah mentioned to Soondora Row and Runga Row in the hearing of the witness, that the answer from Reddy Row must be that he would consent to passing Paupiah's bonds. This was delivered to Reddy Row by Soondara Row and Cadjana Sooboo Row, in the presence of the witness, and Reddy Row refused. Paupiah observed in the course of conversation, that a writing was better than a thousand words.

(Cross-Examined.)—That the witness has got Nabob's bonds of his own. That Reddy Row has no objection to them.—That the witness saw and sent the accounts of Anver Ally Khan.—That it was the business of the amuldar to make out the accounts.—That it was the sheristadar's duty.—That he remembers Jupp being made, the witness was present. That Jupp is taking possession, and examining the accounts. the new amuldar take the accounts, but did not seal them up.—That Anver Ally Khan was the grandson of Wallajah, and therefore no seal was affixed.—That without doubt it is the duty of peishcar to superintend.—That Appoo Row was one of the sheristadars.

(Re-Examined.)—That the use in taking the accounts on Jupp being taken is, in order to try whether any fraud or embezzlement is made by the amuldar.—That the succeeding

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 26 Nov. 1808, *continued.*

succeeding amuldar has no concern with any other accounts than those relative to the revenue.—That if the old amuldar has got money by borrowing from soucars, the new amuldar has something to do with it.—That the amuldar's duty is to render an account to the circar.

74th. *Soondara Row* states, That he has been moottoosiddee for 23 years. That the dustgardon dufter relates to money borrowed, that he remembers the entry of the claims of Reddy Row in that dufter.—That the Commissioners did make enquiry as to the entry of the bond of Reddy Row in the dustgardon; but the first time the papers were not found, afterwards they were.—That he remembers when the papers of that dufter were arranged before taking any claims into consideration.—That the witness saw these papers about the middle or the 20th July last, he had not seen them before. That search was made for these papers; that after the papers from the durbar were delivered to the Commissioners, the witness was not allowed to search for any alone.—That he was not present when they were found, but saw them afterwards.—That these papers were found in the same bundle with the papers of Poona Pillay.—That there are claims of Poona Pillay on bonds.—That the witness is acquainted with the defendant Anunda Row; remembers him at the durbar in Omdut's time, four years before his death. He was moonshee under Colonel Barrett and Reddy Row; witness saw him during that time.—That he was present at the house of Reddy Row some months ago, when an interview took place with Paupiah; he was sent for by Reddy Row; it was sometime in Audy month, and was requested by Reddy Row to be present at a meeting with Paupiah. The witness at first refused, but was prevailed upon to stay; when Paupiah Kishen Row and Runga Row were there, Paupiah observed as to the jewels, and the usury of which his bonds were composed. Reddy Row answered that Paupiah's assertions were the same as those made by Beena Row and Arnachella Row; upon which Paupiah observed, he was not to be named with those persons. Kishen Row said to both the parties, that disputes would be only productive of increased enmity. Reddy Row was asked by Paupiah what is to be done; Reddy Row said nothing. Paupiah then observed, that one word in writing was better than a thousand spoken; soon afterwards Paupiah took his leave and went a little way; then Paupiah told Runga Row to go back to Reddy Row and tell him, that he would write a letter to Reddy Row, as he could not depend on his word, and that Reddy Row was to write an answer, that he should examine the list of bonds in the dufters.—That he understood from Paupiah that he was to look into the dufters, and examine and certify the bonds belonging to Paupiah.

(Cross-Examined.) That Rajah Coop Chund, Reddy Row, and Tremul Row, were present when the dufters were examined.

75th. *Runga Row* states, That he was one of the mootooseddies in the dustgardon's department; that he knows the defendant, Anunda Row, and knew him four years before the death of Omdut; had frequent occasions to see him during that time. That he remembers a list of the claims of Reddy Row being made in the dustgardon dufters; that they were entered twenty or thirty days before the death of Omdut. That he saw those papers afterwards at the Commissioners office; that they were the same as were made in Omdut's time.

[Papers produced to the witness.] That they are the same papers; (the witness here points a paper in his own hand-writing, purporting that the bond of Gopaul Row, for 38,500 pagodas, is entered in the dustgardon dufters, bearing interest at one per cent. per month, payable in four months.) That he has already stated, that these papers were written twenty days before the death of the Nabob; that it is dated 11th Suffer 1213. That it is customary to make the entries. That the witness was present at an interview with Paupiah about four months ago; that Reddy Row sent for him; that at that meeting Kishen Row observed to them both, that they should be on terms of friendship. Paupiah said, that Reddy Row had hindered him of selling a jewel to the Nabob, and had thrown some obstacle in the way of selling bonds: Reddy Row said he had done no such thing. Paupiah said, a single writing is worth a thousand words; Reddy Row refused to consent to any writing; then beetle was given to Paupiah, and he went away. The witness and Soondara Row asked Paupiah, what writing he wished for; Paupiah said, it was nothing more than that Paupiah would send a list of bonds, and that on looking at the dufters, Reddy Row was to certify the same.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 26 Nov. 1808, *continued.*

(Cross-Examined.) That Paupiah applied to Reddy Row, because he had recourse to the dufters. The custom of making out bonds in the department of the witness, is not uniform; sometimes they are made here, and at other times in some other offices made by the officers of the dustgardon; it was entered at the time, but if made in other offices, they were entered more or less in the office. That the witness's department was in the general place for entering accounts; that the account in question was not settled in that office, but in some other place. That if money was borrowed for the talooks, the accounts were not settled in the same place, sometimes in the dewanee dustgardon or cadjana. That if the money is borrowed at Madras, a bond would be made out at the cadjana or dustgardon department. That when the Nabob borrows money, the bonds ought to be made up, and entered in the dustgardon. That Gopaul's bond was made out in the dewanee department, and that the peishcar had the management of that department, and Reddy Row was the peishcar. That Tremal Row and some others were mootooseddies in that department.

(Re-Examined.) That when money was borrowed from talooks, the general place of entering the same was in the dewannee department; and if money was borrowed at Madras or elsewhere for the amuldar, it is also entered in the dewannee department.—That if money is borrowed at Madras, it is entered in the witness's dufter, or in the cadjana.

William Parker, esq. ſtates, That he remembers the arrangement of the papers of the duſtgardon dufter.—That the names of the parties were arranged alphabetically, according to the order of the firſt letter of the names of the parties.—That each parcel of paper was docketed with the name of the parties; that he is not aware of any general liſt; there may have been one.—That he recollects generally, that no papers were found in the duſtgardon dufters; the papers were readily found in the dewannee department.—That he was present when the papers were found by Mr. Goad, in the duſtgardon department.—That no other person was in the room.—That the papers originally produced were found in the dewanee.—That the object of the search was this: the witness had heard that some objections had been made to the seal being in the middle of the bond, and search was in consequence made in the dustgarden department for cancelled bonds.—That it was on the 7th of this month.—That he saw the bundle in Mr. Goad's hands, but did not attend to it.—That it was docketed in the Poonah Pillay's name.—That he never examined any papers relating to Poonah Palay.—That the Commissioners have commenced proceedings on one claim of Poonah Pillay, but have only taken his deposition as to his claim for arrears of a pension.—That for a claim of this sort, it is not likely the Commissioners should have looked into the duſtgardon department.—That the Commissioners have not published for examination any claim of Poonah Pillay as a bond creditor.—That the bundle in which the papers of Reddy Row were found, contained other papers not relating to Poona Pillay's claim; that there were various others found tied up under that name; that from 25 to 27 were so found.—That he does not recollect that the Commissioners were informed, from the officers of the duſtgardon, that there were papers belonging to the bond; but they were shewn to Soondara Row, and the witness asked him if he recollected that such papers were there, and he said yes.

(Cross-Examined.) That all the papers found in the dewanee were found about the same time; that there are but two sets, the one the witness has mentioned, and the other by Mr. Good.—That the papers relating to the defendant Anunda Row being at the durbar, were not in question, and were not forthcoming, but they were found afterwards.—That the separate arrangements were for keeping them distinct; that the witness is only speaking of the dustgardon.—That the Commissioners have expressed an opinion, that the opposition was unfounded.—That the Act invites claims.—That the opinion of the witness is, that the Act rather directs objections to be published.—That the Commissioners believed the documents from the durbar, and besides took oral evidence in support of the claim.—That there was an objection made by Mr. Light for Paupiah.

(Re-Examined.) That a time was limited for objections to the claim, Mr. Light's objection was not made within the time prescribed.—That the Commissioners began the subject matter of the objection, for the purpose of Reddy Row's conduct being strictly examined into.—That evidence in writing was taken on both sides, and on

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Saturday, 26 Feb. 1808, *continued.*

oath.—That the witness believes the Commissioners received all the evidence offered by Mr. Light, but there might be a witness or two, which after Mr. Light ceased attend, and went to another tribunal, the Commissioners did not examine.

Shaw Hassane states, That whenever he had orders to bring papers, the keys were put into his hands.—That Mr. Chapman had the keys; that they were kept in Mr. Chapman's desk; that all the keys used to be together in one desk; that the witness never had the charge of the keys himself; Mr. Chapman had the charge of them.—That sometimes the Commissioners went, and at other times the witness with Coop Chund, Runga Row, and Soodara Row went.—That the witness is well acquainted with the dufters.—That Mr. Chapman came down with the Commissioners from Bengal.

MONDAY, the 28th November.

Monday, 28 Nov. 1808.

John Batley, esq. states, That he has been in the service of the successive Nabobs of the Carnatic for upwards of thirty years.—That he was in the service of the late Nabob during the whole of his reign as deputy acting secretary and Persian translator.—That he is aware of the great claims on the Carnatic, which have been for sale for many years past.—That from his situation in the durbar, he had advantages in purchasing bonds if he had thought proper: that he has never made any purchases, nor has he any interest directly or indirectly.—That the witness has made a claim as acting executor to the late Colonel Joseph Smith for arrears of pay and a tunkah, which, if allowed, will scarce pay his debts.—That he remembers Roya Anunda Row and Reddy Row in the service of the Nabob Wallajah, as sheristadar and peishcar; Roya Anunda Row was dewannee peishcar, and head sheristadar, and Reddy Row was Hindooee sheristadar.—That they were important and confidential situations.—That he remembers their restoration to office during the Omdut's time.—That they were reinstated in the same situations; to the best of the recollection of the witness, it was a year and a half after the accession of the Nabob and thinks it preceded Colonel Barrett's appointment of dewan.—That before Colonel Barrett was appointed dewan he was high in the confidence of the late Nabob Omdut ul Omrah.—That he remembers the occasion of Colonel Barrett's appointment; it was in consequence of the failure of Major Lindsay in paying the Arcot kist.—That he remembers the effect of that failure on the Nabob, as he expected to lose his country.—That the failure took place at the very time the kist ought to have been paid; the 15th day was the last allowed for payment of the kist.—That he remembers Roya Anunda Row going to Arcot; that he cannot speak as to the particular time, but he thinks it was in 1797.—That the witness understood it was in consequence of the failure of Major Lindsay; believes it was soon after that event.—That he knows, during the Omdut's time, he was in the habit of borrowing money from soucars.—That he believes the soucars in Madras were prohibited from lending money to the Nabob.—That he understood the loans were negotiated through the defendant Reddy Row.—That the witness had personal knowledge of the fact, by constantly going into Colonel Barrett's office, he being the immediate superior of the witness in that office.—That the witness frequently saw negotiations for loans going on with soucars by Reddy Row.—That Roya Anunda Row and Reddy Row were considered as persons of property.—That during Omdut's time the witness has seen the defendant Anunda Row at the durbar.—That he was in the habit of frequently seeing him in the office of Colonel Barrett; that was the office in which Roya Anunda Row and Reddy Row used to sit and transact business.—That he had occasion to go into Colonel Barrett's office, as being his immediate superior.—The witness attended him daily, unless particular business kept the witness in his own office. That in the visits of the witness to the office, he did generally find the defendant, Anunda Row, there.—That to the best of his recollection of the witness, for two or three years, but nearer three.—That at that time the witness did not know his name.—That at that time the witness had no mode of knowing him or since recollecting him than by seeing him at that place.—That he was not in the habit of going to Colonel Barrett's house.—That he was there only two or three times during the time he was dewan.—That he recollects the last illness of the Nabob; that he remembers when he was first informed that that illness was likely to take a dangerous turn.—That he was informed by Colonel Barrett about one month before the Omdut's death; that Colonel Barrett stated, from what had dropped from Doctor Fitzgerald, that there were no hopes of his surviving; and pointing to Reddy Row he said, he must see

justice

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Monday 28 Nov. 1808, *continued.*

justice done to Reddy Row, or he would be ruined; the witness told him, if that was the case, he had no time to lose. That the witness understood Reddy Row had had transactions with soucars, and had lent his own money, and become answerable to soucars, and knowing he had negotiated with soucars, the witness concluded to secure him from those demands and his own advances. That the witness was in the habit of confidential communication with Colonel Barrett.—That from that time the witness had personal opportunities of knowing that the Nabob was capable of transacting business; that the witness was present, and a subscribing witness to his will; that the witness believes it was executed the fourth July, on which day the Nabob executed a bond to Doctor Fitzgerald; [the bond is produced] he was at that time capable of transacting business; and on his will (in quadruplicate) he wrote " this is my true will."

(Paupiah's claim in writing admitted, shewing a bond in his favour, dated 1st July 1800.)

That a few days after the present Nabob's accession to the musnud, Reddy Row came to the bungalow called Booshun Chatee, where he, witness, was present; Reddy Row produced a bundle of papers, the Nabob asked him what they were; he replied they were claims of his on the late Nabob; the Nabob said, he would render him every assistance in his power when an opportunity offered, and desired him to take them down to the English office and shew them to the witness; he did so, and the witness found them to contain bonds and eneatenamahs in the nature of bonds, in favour of soucars for monies due, some of whom the witness personally knew; upon that occasion the witness saw a bond in the name of Gopaul Row for 38,500 pagodas; that the witness saw several in the name of Duttagee Moorlapah; that the witness saw one, he thinks, in the name of Venaiga, one in the name of Verdarajah, and one in the name of Visvanandah Tawker, and several others; the witness looked at each of them in succession, and observed that they bore the byze and seal of the late Nabob, which were then fresh in his memory; the witness concluded they were good and substantial bonds, and reported them as such to the Nabob; that he does not recollect that any thing further passed at that time.—That he remembers afterwards seeing that same bond, and believes it is about 4 years ago; that it was sent to the witness for his opinion as to its authenticity; that he carried it to the durbar, and showed it to the defendant Reddy Row, and asked him whether it was a good bond; that he answered it was one of his own, and reminded the witness of having seen it before; Reddy Row desired the witness, for his further satisfaction, to requeſt the mowlowee to search the dufters.—That the dufters were searched at the English office, there were present Reya Coop Chund the dewan, and his peishcar Comarsing.—That the dewan directed his dewanee peishca and cadjana Sooboo Row of the treasury, to bring the vouchers from the treasury office, and at the same time directed another confidential servant under him to go with Narrain Row to the dewanee dufter and bring the vouchers there; they did so accordingly, and Sooboo Row produced from the cadjanah or treasury office an account, wherein he points out a sum of 35,000 pagodas as a remittance from Anwer Ally Khan, and also original receipts from the house of Lautour and C°, both which he shewed the witness in support of the bond from the dewanee dufter; several papers were produced to the witness, two of which he particularly adverted to, the one was an account upon which the bond was said to have been granted, and the other was a sewal, or an application for the bond; both those papers the witness observed bore the seward or signature of the late Nabob, and that they were both endorsed with official marks of office; the witness enquired whose endorsements they were, and was told that one was endorsed by Roya Senevasa Row, one of the head sheristadars, and the other by Roya Reddy Row the defendant, as being Hindowee sheristadar; the witness was told this by Trenal Row sheristadar, and having seen those documents the witness was perfectly satisfied of the validity of the bond.—That the witness had known that Roya Seenevasa Row, and that he was at that time dead; he had died a considerable time before the late Nabob.—That when he saw the receipts of Lautour and C° he knew them, and had seen them before, upon the occasion of the discussion which took place between the house of Lautour and C° and the Nabob in the years 1799 and 1800, when those receipts were produced by Appagee Row, who was then head clerk in the treasury, and is since dead.—That at that time those receipts, and the accounts of Lautour and C° underwent a very long inveſtigation.

Appendix, 193. 4. [The account current of Latour and C° with the Nabob, produced to the witness.]

That

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Thursday, 17 Nov. 1808, *continued.*

That is the account the consideration of which occasioned the discussion.—That they brought that account to the Court-house from the durbar.—That it was settled by a mortgage of Chepauk-place, and the present Nabob has since taken an assignment from Latour and C°, and now holds under that title —That from the time of the accession of the present Nabob, the dufters were not open to any one without permission of the dewan.—That the witness believes, on the fourth day after the Nabob's death, Colonel M°Neale, with Colonel Barrett and the witness, went and sealed up the dufters.—That after the accession of the present Nabob, the keys were under the charge of the dewan.—That he believes neither Reddy Row nor the sheristadar, nor any of the sheristadars had any access to the dufters without the orders of the dewan.—That the witness had occasion to ask the dewan for similar applications, and the witness applied to the dewan on those occasions.—That the witness could not, without such permission, have access to the dufters, unless with the Nabob's consent.—That when there was occasion to have access to the dufters, moft generally the dewanee's peishcar, or deputy Roya Commara Sing, attended.—That Commara Sing was adverse to Reddy Row, from the apprehensions that the Nabob would put him out, and subftitute Reddy Row.—That he remembers when the dufters were removed to the Commissioners office, the witness was present: the dewannee peishcar Coop Chund, Reddy Row, Soondara Row, Pyalee Row, Tremal Row the sheristadar, and several others were present.—That the witness is aware of some papers having been taken from cadjana dufters; that some of them were afterwards recovered; that he was present at the inveftigation of that subject, when the accused confessed; that the papers all belonged to the treasury department.—That the present Nabob keeps his money in the treasury office, and of course the clerk of the treasury had occasion to go there on that account.—That the other dufters were not accessible for any such purpose.—That the witness was employed at the time of making out lifts of servants, for the purpose of being paid by this Government; that this was after the death of the late Nabob.—That there was a Committee appointed on account of Government, of which Mr. C. Smith was a member and secretary. The claims were in the firft place made to Committee, and were then sent by the Committee to the durbar in English, under the Company's seal, and the signature of the secretary for the Committee.—They were then translated into Persian, and the copy given to the head of each department, the buckshees, to inveftigate and ascertain the arrears due to the servants in each department, and the arrears due to each individual.—Those extracts were signed by the head of the department to which each individual belonged. A general lift was then made out in Persian, signed by the several heads of each department, and then a lift, corresponding with the several names in the abftract, was made out in English; and after a careful examination, with respect to the arrears due to each individual, and the isnumnawees, in which the amount of their pay is ftated, were examined by the witness and the dewan. Then the English lifts, ftating the arrears due to each individual, were examined under the signature of the witness, as secretary to the Nabob, and were sent back to the Committee with a letter from the witness.—The Persian abftracts and lifts were kept locked up in the English office in a cheft.

[Looks at the list No. 3. produced.]—That is the lift the witness examined and returned to the Committee; there is the name of the defendant Anunda Row in that lift. That lift is the one examined by the witness and the mowlower.— That there are two claims ftated as rejected.—That frauds were discovered in the lifts sent by the Committee in three lifts.—The three papers produced are the lifts containing the attempted frauds.—The fraud was detected before the examination of the claims in those lifts by the witness—That it appeared that the names of persons inserted in those lifts had not claimed before the Committee.—That he did ascertain by whom the fraud was attempted, and the extent will appear on the papers themselves.—That the names of claims so introduced were ftruck out of the lift returned by the witness.—That they found no vouchers in the durbar to support those claims; that the authors of the fraud confessed it.—Those frauds have no relation to the lifts in which Anunda Row's name appears.—That the witness believes these lifts were sent to the durbar, about a year after the others had been returned to the Committee.—That as deputy secretary to the Nabob, the witness had translated papers from drafts in his handwriting.—That from the accession of the Omdut to his death, the witness was so employed.—That from seeing him write, and from translating his writing, the witness muft have some knowledge of his writing.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Monday, 28 Nov. 1808. *continued.*

Appendix, 216.
D° 217.
D° 218.
D° 169.
D° 174.

(No. 26. produced.)—That he believes the subscription is the Nabob's writing; the words are "Let it be entered in the Talook."

(No. 27. produced.)—The Nabob's writing is on this; the words are "The cadjana and inahemid poor are the same."

(No. 28. produced.)—The Nabob's writing is on this; the words are "It was received in time; I am pleased."

(No. 12. produced.)—The Nabob's writing is on this; the words are "From 1 Raber ul 1214, 15 pagodas per M°."

(No. 20. produced.)—Contains three papers; two of them have the sewad of the Nabob only; the other the sewad, with "I've seen;" these relate to the pay of Anunda Row, writer.

[The bundle of papers produced by Mr. Goad is shewn to the witness.] On one of those papers, the Nabob has written "It has come under my observation." List of pay to writers, moonshees, and other writers, to the end of Mohurrum 1213 Hegeree, or 15th July 1798.

Another, with a sewad upon it, is a list of articles wanted by Roya Anunda Row, to go to Arcot, endorsed "10th Ramzan 1212 Hegiree, or 27th February 1798; this application was approved by the Nabob."

(No. 2. & 3. produced.)—That he recollects these two papers.—That Reddy Row was under Colonel Barrett and the head native; that the revenues of the country were under his management.—That Reddy Row continued, to the death of Omdut, to enjoy the confidence of the Nabob and Colonel Barrett.

That during all the time the witness has been in the durbar, he has neither seen or heard a suspicion of the character of Reddy Row.

(Cross-Examined.) That the first time the witness was examined before the Commissioners, it was merely as to the validity of the bond; that what he has now stated, was then on his recollection, and if the question had been asked of the witness, he should have stated all that he knew.—That when the bond was first shewn to the witness, he did not recollect that Reddy Row had any personal concern in it.—That when the bond was shewn to the witness by the gentleman who sent it, the circumstance of its being previously shewn to the witness at the durbar had then escaped the witness's recollection.—That if it had occurred to the witness, he should not have required any further evidence.—That the witness applied to Reddy Row, as being the best person to give information on the subject.—That the witness was appointed by Wallajah deputy Persian translator, and was continued by the Omdut.—That the witness was confidentially employed, and Colonel Barrett of course communicated with the witness.—That the witness was sent for by the Commissioners a second time; that he never went to the Commissioners without being sent for.—That the witness has seen Coop Chund at Colonel Barrett's office; that when Coop Chund was sent for, he went, but was attached to the office of the witness.—That the witness does not think it likely that he should apply to Tremal Row.—That he cannot speak to a day as to the meeting at the roshin choutee; that it was in the month of August, and 18 or 20 days after the present Nabob's accession.

(Re-Examined.) That when the witness shewed the bond to Reddy Row, he said it was a good bond, and it was one of its own, and that the witness had seen it before; that the witness immediately and clearly recollected having seen it before, as above stated, among the other bonds.

DEFENCE closed.

Mr. MARSH,

IN reply to the Case made out by the defendants, proceeded to observe upon the evidence that had been given for the prosecution, and on what had been offered for the defendants. In the course of this address to the Jury, he nearly recapitulated the whole of what he had previously said on the opening of the Case, relying upon the same ground of objection that he had made in his opening; he insisted, that as no contradiction to the account given by Beem Row and Arnachella Row, as to the fact of the actual forgery, had been adduced, the Jury were bound to believe all that those witnesses had stated; he avoided particularizing the written evidence, treating it as less worthy of attention in general than parol evidence, because it could not be cross-examined; but admitted, in the course of his address, that if the papers from the durbar were genuine, they were conclusive against the prosecution.

FRIDAY, the 9th December.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 9 Dec. 1808.

Sir THOMAS STRANGE, Chief Justice,

After observing on the unprecedented length of the trial, and exhorting the Jury to dismiss from their minds all extraneous matter, all reports and representations, except what they had heard from the witnesses in Court;—

He observed, that by the indictment which had been found against these defendants, there were two charges made; the first was a charge of conspiracy; the second an express charge of forgery; but that in point of fact, the simple question was, whether the bond for pagodas 38,500 in the name of Gopaul Row, as stated in the indictment, was or was not a forgery, it being admitted that the defendant Reddy Row had signed the deed; and it had been proved that the other defendant, Anunda Row, had joined in the representation to the Commissioners of his being the drawer of the bond, which, if forged, must include him as a conspirator: so that although it is necessary to find two guilty of a conspiracy, if either is guilty both are equally so.

In support of these charges various grounds of suspicion have been brought forward by the prosecutor; the one is, that suspicion which arises from the face of the bond itself in the placing of the seal, and as to the words that are introduced into the form of the bond. But upon this ground the evidence totally fails. The evidence brought forward by the prosecution on that ground, was Madaputty Tremal Row, who proved that there was no particular form in the drawing of bonds; and that, although the seal was more frequently at the top of the bond, yet it was at the pleasure of the Nabob to place the seal where he liked. That another durbar witness for the prosecution, named Condal Row, stated, that there was no specific form; and that the bond in question coincided with the form usually followed at the durbar. On the defence of the prisoners, Mr. Goad, one of the Commissioners, proved, that he had searched the dufters as to the forms of bonds, and had found several cancelled bonds, which were material, as they must have been paid; Mr. Goad also produced three bonds claimed before the Commissioners under the expected consolidation; and this objection was not even relied upon by the counsel for the prosecution in his summing up.

The Chief Justice then proceeded to notice, that there were three main grounds on which the prosecutor relied.

First—The direct proof of the actual forgery by Anunda Row the defendant, about four or five years ago.

Second—The incompetency of Anunda Row to draw bonds; and his absence from Madras at the date of the bond, viz. on the 26th July 1798.

Third—The general and collected grounds of suspicion, independently of the two former, creating a suspicion on the whole of the transactions, and on the documents and papers brought forward in support of the claim.

With respect to the first of these grounds, although it was the last noticed by the counsel for the prosecution, and although it was the last part of the evidence which he thought proper to bring forward, the Chief Justice considered it material to the due consideration of their case, first to advert to the evidence of those two persons, who had come forward to prove the actual forgery of the bond. That if the evidence of Beema Row and Arnachella Row, after hearing all the evidence, should finally be believed, there would be an end of the matter; it must be conclusive, and further proof would have been unnecessary; and he expressed his surprize, that if believed by the prosecutor, they were not brought forward as the first witnesses for the prosecution. They did not pretend to be accomplices in the forgery, they disavowed it, and wished themselves to be considered as mere accidental spectators. The Chief Justice then observed, there had been something like an attempt on the part of the prosecution, to insist that these two men, having positively sworn to the fact of the forgery, were to be believed in every thing they had said; this was not the case; and he reminded the Jury of the trial of Hawley a soldier at the last Sessions, for murder at Masulipatam, where two witnesses, one of them the wife of Hawley, positively swore that they saw Hawley kill another man in the house of the husband, and they perfectly agreed in every circumstance relating to the murder, yet the Jury disbelieved them, and acquitted the husband; and the two witnesses were afterwards tried for the very same murder, and found guilty, and have since been executed; and there was every reason to believe that they were the murderers. The Chief Justice stated, that it was the ordinary rule in the Supreme Court to believe native witnesses on their oaths, although he understood from good authority, that the case was very different in the Mysore country, where it was laid down as a general rule to begin with disbelieving every thing a witness stated, unless that

statement

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 9 Dec. 1808, *continued.*

statement was corroborated by other circumstances. That in the Supreme Court, he considered in general they got the truth from the witnesses and believed them, if not contradicted, subject always to the credibility of their statements, and at the same time judging from the whole of the evidence before the Court.

He then proceeds to notice the various contradictions appearing from the evidence given by those two men, Beema Row and Arnachella Row, to the Committee appointed by Government, to the Commissioners, and before this Court: that neither of these witnesses said one word to the Committee as to their knowledge of this bond, or its being a forged bond, although they had voluntarily offered themselves to Government to give information of forged bonds. That Arnachella Row stated before the Commissioners, in his deposition, that Reddy Row said to Anunda Row, "you have got a rough draft of a bond in the name of Gopaul Row, do you copy it." When Beema Row declared that he did not see Anunda Row copy the bond from any particular paper. There are besides other manifest contradictions in the statements of those witnesses before the Commissioners, which threw great doubt on all they said: that the reasons stated by those witnesses in their examination before this Court, for leaving Reddy Row's service, is totally different from the account they gave to the Committee; before the Committee, they both stated that they left Reddy Row because he was not able to provide for them; but before this Court, they have both given a very different account, having stated as their reason for leaving Reddy Row's service, that he had refused to get their names fraudulently inserted in the list of the durbar servants, to whom arrears were due, in the same way they pretended Reddy Row had got the name of the defendant, Anunda Row, inserted in the same list of servants; but these men knew, that in making such a request, they were to assist in committing a fraud, and this clearly shews their character. They state themselves to be without any employment, and both acknowledge that they live by borrowing, such persons are therefore the sort of men most likely to be worked upon by evil and designing characters; it is true, there is no contradiction in their evidence as to the fact of forging the bond, and from their own statement there could be none, inasmuch as the two defendants, who cannot be examined, were the only two persons whom the two witnesses state were present when the forgery was committed; that the statement of Beema Row and Arnachella Row, is also wholly improbable in itself. They state, that the two defendants had plenty of opportunities of forging this or any other bond, either on the same or any other day; but from the account of the witnesses, the defendants delayed the operation of forgery until not only one, but until both the witnesses came in (and that without any occasion whatever for their presence) and then the defendants begin calmly to forge the bond, as they would perform any other ordinary transaction in life. These witnesses also speak of other forged bonds as being known to them to be forged, only from the voluntary information of the defendants themselves, without any apparent object in such communication; this evidence from persons who, on their own shewing, are infamous characters, and whose quarrel with Reddy Row is stated by themselves to be of a nature which wholly discredits them, was such as ought not to weigh one atom in the scale. It is true, that either these two men are perjured, or Mr. Batley is perjured. Mr. Batley states a meeting in the roshun choutee, about one month after the death of the Nabob; when the defendant, Reddy Row, produced sundry bonds, and all his claims before the present Nabob, who desired him to carry and shew them to Mr. Batley. That shortly afterwards, Reddy Row did shew them to Mr. Batley at the English office at the durbar, and he stated that the bond for 38,500 pagodas, in the name of Gopaul Row, was one of the bonds then produced. If this evidence is believed, there is an end of the whole of the testimony of Beema Row and Arnachella Row. The Chief Justice here observed, that it is the duty of Juries to reconcile evidence, if it can possibly be done; where it cannot, the credit of the witnesses must be weighed by the circumstances that attend the whole of the transaction, in which they appear here assuming that credit is due to Mr. Batley, which is for the Jury to judge; he states, that on seeing the same bond a second time, some years afterwards, it was brought to his notice, and he recollected it; here the Judge observed, that if the evidence of Beema Row and Arnachella Row was disbelieved, it attached upon the whole prosecution a manifest discredit, as on the credit of those two witnesses the whole case in a main degree rested.

On the second ground, as to the incompetency of the defendant, Anunda Row, if he was in the durbar service, to be the writer of any bond, and that all bonds ought

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 9th Dec. 1808, *continued.*

ought to be drawn by the officers of the dustgardon department. It appears from the evidence, that where money was borrowed for the use of the Nabob, the bonds were generally drawn in the dustgardon department, but not invariably; so says Tremal Row; and Soondara Row and Runga Row, officers belonging to the dustgardon department, say the same thing. But where the loan was made on the credit of the talooks (as was the case with the loan of Gopaul Row) then the natural channel for bonds was the dewannee department, and the defendant Anunda Row was a moonshee in the dewannee department.

On the other part of the same point several witnesses have been called, and amongst these Coup Chund the head moonshee; but his evidence only amounts to this, that if the defendant Anunda Row had been in any *principal situation* at the durbar, the witness must have known him; but here it is not pretended that the defendant Anunda Row was any thing more than a subordinate officer attached to one office, immediately under the head dewan. Buckshee Runga Row, Balajee Row, and others from the durbar, have also been called, but they do not positively negative the fact of Anunda Row being at the durbar; and his subordinate situation was not likely to attract the notice of all the durbar servants. In answer to this evidence, there have been produced several witnesses and written documents. Soondara Row and Runga Row, of the dustgardon department, have expressly proved their knowlege of the defendant for four years before the death of the Nabob. Mr. Batley states the same thing; and he is supported by the evidence of eleven or twelve other witnesses, all belonging to the durbar. Here therefore it is manifest, that there is contradictory evidence; and that the one set or the other must be perjured. But the sum of the evidence on behalf of the prosecution is, that they did not see or did not know the defendant Anunda Row at the durbar; while, in answer to this, there is the positive testimony of fifteen or sixteen witnesses to the contrary; and they are supported by various written documents from dufters, which prove that Anunda Row was a durbar servant. Besides, Madaputty Tremal Row, a witness for the prosecution, and an old servant at the durbar, states, that he knew the defendant Anunda Row was a moonshee under Colonel Barrett at the durbar, and that he remembers him eleven years ago, 1707; but that he cannot say whether Anunda Row had any situation in the durbar; and it appears from an exhibit from the dewannee dufter, that the defendant was detained in the Nabob's service on the 20th June 1797, which corresponds with the time fixed by Tremal Row. There are besides four receipts, signed by the defendant Anunda Row, for wages, all dated in 1798, with lists of nuzzers to the servants, in which the name of Anunda Row appears; and, besides these, the name of Anunda Row is amongst the lists of servants sent into the Committee of Government, for examining the arrears of pay due one year before the death of the Nabob; there is also another written paper, by which the Nabob augments the salary of the defendant Anunda Row to fifteen pagodas a month, from the 2d September 1799. A body of papers, in the hand-writing of the defendant Anunda Row, has also been produced by Mr. Goad as coming from the dewannee dufters, and are dated in the years 1797, 1798, 1799, 1800, and part of 1801.

In the course of producing those different written papers, the Chief Justice took occasion to observe, that the dufters are the records of the durbar, and that all these papers are proved as coming from those dufters, and the place itself presumes authenticity; they are produced as records, and are to be considered and received in evidence as such, still being liable and capable, of course, of being disproved by other evidence; but that until they are so disproved, the durbar records are to be received as authentic evidence of what they profess to state.

The next division of this ground of objection, was the evidence of the fact of Anunda Row being at Manargoody and Chillumbrum during the year the bond is dated, and most part of the subsequent year 1799. He stated the evidence on one side and on the other, and admitted, that if the whole of the evidence given as to Anunda Row being a writer at Manargoody, and in the service of Paupiah Braminy, was believed by the Jury, there was great strength in that part of the case. But in comparing the evidence on both sides, he represented it so evenly balanced, that the only result seemed to be, that it was impossible to judge from that part of the evidence by itself, which side spoke the truth; if it had rested there, he should have advised the Jury to reject the whole from their minds, as being evidence upon which it was impossible to decide without confidence, leaning always, in every doubtful case, to the side of mercy.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 9th Dec. 1808, *continued.*

The Chief Justice then proceeded to the evidence relating to the third ground of objection to this claim, as to the suspicion arising on the whole of the transactions, and on the documents and papers brought forward in support of the claim. He divided it into several parts, comprehending the variety of objections that had been raised against the claim, and the documents offered in its support; he observed upon all these documents, that no attempt whatever had been made to prove that any of them were forged or fabricated, except the insinuation thrown out against the accounts of Ameer Ally Khan, which had been produced in evidence on behalf of the prosecution. He then noticed the several circumstances which had been adduced on the part of the prosecution, to raise a suspicion against the fairness of the transaction, noticing those parts of the accounts of Ameer Ally Khan produced on the part of the prosecution for that purpose, and appearing on examination to be erased in the most essential parts. But it turned out, that the erasures in those accounts had been satisfactorily explained by Mr. Russell, one of the Commissioners, that those erasures which had been pointed out were mere clerical mistakes, the sum total not being erased; and that the sum total in making out Persian accounts always precedes the detail of the account; and that upon the whole the erasures did not induce the slightest ground of suspicion of any intentional erasure to serve the purposes of this claim or this defence.—That these, as well as the whole of the other documents, were entirely unaffected by any evidence for the Crown, and were attached and accused of being fabrications by mere assertions and surmise.—That many of those documents were proved by Coop Chund and Modapetty Tremal Row, witnesses for the prosecution, and by other durbar servants examined for the prisoners, to have had the sewad and the hand-writing of the late Nabob upon them.—That although implicit reliance could not be placed on the sewad alone, yet many of the papers so produced had, beside the sewad, other words and sentences upon them in the Nabob's writing, which were most satisfactorily proved by all the witnesses who were asked as to the Nabob's writing.—That it was a very important feature in this defence, that two of the papers produced by the defendants were endorsed by Seenawasa Row, one of the sheristadars at the durbar, proved by the witnesses on both sides to have died eleven years ago, and his hand-writing on them also proved by the witnesses on both sides; one of the documents is dated 26th July 1798, and is N° 2. of those produced by the defendants, and purports to be a representation from Colonel Barrett to the Nabob, stating, that loans had been made to Ameer Ally Khan by certain bankers to the amount of 4,200 pagodas, which loans appeared in the accounts rendered by Ameer Ally Khan under his seal and signature, in the dewany records, and stating the bond for 38,500 pagodas, in the name of Gopaul Row, the money due, including interest; and another, in the name of Jewanee Nag, for 7,265 pagodas, and requesting his highness to honour them with his seal and signature, that they might be given to the bankers. The other documents endorsed by Strenevas Row, is an account current of Gopaul Row's transaction, shewing the balance of 38,500 pagodas to be due to him on the loan to Anwer Ally Khan, on account of the soubah of Mahomed Pore or Arcot. This paper bears no date, but the interest is calculated up to the 25th July 1798 (which is the day before the bond is given), and there is therefore every reason to believe it was made out on that day. The hand-writing of Seenevas Row has been proved by Coop Chund and Narrain Row; and as those endorsements must have been made eleven years ago, the papers could not have been forged for the purpose of supporting this claim.

In the course of the observations on this part of the case, the Chief Justice noticed what had fallen from the counsel for the prosecution in summing up the whole of the evidence, viz. That if the written evidence produced by the defendants was believed, that there was an end of the prosecution.

On the suspicion insinuated against this claim, by reason of the transaction not appearing in the cadjana or treasury dufter, the whole of the evidence shews that no inference whatever can be drawn from that circumstance; it is indisputably proved, that during the Omdut's time, no regularity was observed in that department; and the representation of Colonel Barrett on the subject of the want of regular entries in the cadjana, besides what the witnesses have stated on that point, shew that nothing is to be inferred from the want of an entry there; besides, it is to be supposed that the defendant Reddy Row, who was the deputy dewan, and head sheristadar, and of course knew what entries were necessary to authenticate a transaction of this sort, would not have omitted in the cadjana when he was forging and fostering papers into the other dufters. But the answer to this objection is simply this, it is a talook

transaction.

No. 7.

TRIAL of Reddy Row and Anunda Row; for a conspiracy and cheat.

Friday, 9th Dec. 1808, *continued.*

transaction. It was an advance to Anwer Ally Khan, the renter of Arcot, which has been proved must by the course at the durbar be entered where it was, and is in fact entered in the dewanee dufters.

The other and the last ground of suspicion divides itself into several branches, arising from the non-production of this bond, and of other bonds in the names of soucars, which it is agreed that the defendant Reddy Row possessed upon occasions, when if he (Reddy Row) had had them it was material, and almost, of course, that he should have produced them.

The first is at the meeting soon after the death of the Nabob at the rousken choutee, stated in the evidence of Tremal Row, the last witness called on the part of the prosecution. That witness has stated, that Reddy Row told him at that time, that he had no mortgage or security for the money that was due to soucars or to himself. But that application to Mr. Webb applied to a specific appropriation of paddy to other particular debts to the soucars; and there was therefore not the least occasion to state this claim of Gopaul Row to Mr. Webb.

The next is respecting Venaiger Moodelliar; who roundly states, that he had no offer of a Nabob's bond of his debt, until twenty two months after he had commenced his action. The defendant Reddy Row was in concealment when that action was commenced, and so continued as to the evidence given by Chiniah, that Reddy Row declared to him he had no Nabob's bonds to offer to the soucars, the whole of the evidence produced will shew whether such a declaration was likely to have been made to Chinniah.

It has also been objected, that Reddy Row did not state the whole of his claims to Mr. Brodie, when he sent home the amount of the claim; what was owing to the soucars; but this objection seems to have no weight. It was not necessary for him to send home all his claims, nor to send them through Mr. Brodie.

Upon the grounds of suspicion arising from the soucars bonds, the Chief Justice doubted, whether that ought to have been received in evidence in this prosecution; most of those claims, however, appear to have been settled by the soucars having accepted their bonds, and the circumstances of those bonds ought to have no weight with the Jury in deciding on the merits of this prosecution.

After the Chief Justice had minutely and elaborately gone through the whole of the evidence given on both sides, he concluded by submitting to the Jury (whose province he stated it to be to decide on the weight of the evidence, and the credit due to what had been adduced on both sides) whether all these documents, produced in behalf of the defendants, and supported, as they had been, by the corroborating evidence of witnesses, were to be discredited and set aside by the parol testimony which had been offered in support of the prosecution.

The Jury retired for about twenty minutes, and on their return, brought in a verdict of—GUILTY.

APPENDIX.

—A.—

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

THE Indictment states, That Reddy Row and Anundah Row, late of Madras, labourers, unjustly, wickedly, devising and intending to cheat and defraud Thomas Parry, Avadanum Paupia Braminy, William Abbott and Richard Arthur Maitland, and other private creditors of the Nabobs of the Carnatic, on the 15th day of July, in the 45th year, &c. at Madras aforesaid, did wickedly, falsely, fraudulently and unlawfully conspire, combine and agree between themselves, to obtain and acquire and get into their hands and possession, or into the hands or possession of one of them, and from and out of the Fund under and by virtue of certain articles of agreement, bearing date the 10th day of July in the year 1805, between the said United Company of the one part; and the several persons whose hands and seal should be thereto set and affixed, and who respectively were or claimed to be creditors of his Highness the Nabob Wallajah now deceased, and of his Highness the Nabob Omdut ul Omrah deceased, and of his Highness the Ameer ul Omrah deceased, or of some or one of the said several Nabobs, and the said Ameer of the other part, agreed to be set apart by the said United Company for the payment of all the just debts to private creditors remaining unsatisfied of the said several Nabobs, or some or one of them, a large sum of money, under a false colour and pretence of the said Nabob Omdut ul Omrah's having in his lifetime executed with his byze and seal a certain bond or agreement for the payment of money, in the Persian language, bearing date the twenty-sixth day of July in the year 1798, in favour of one Gopaul Row, reciting, that the sum of 38,500 star pags the half of which was 19,250 star pags, on urgent occasion of him the said Nabob Omdut ul Omrah, for payment of kist to the Company, had been received as a loan

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

loan from the said Gopaul Row, to run upon interest, and that the above-mentioned sum, together with the intereſt at the rate of one pagoda per cent. per month, should be paid in the space of fourteen months, and that bond be received back; and that the said Reddy Row, in pursuance of and according to the conspiracy, combination and corrupt agreement so as aforesaid had and made between them the said Reddy Row and Anundah Row, and under the deceit, colour and pretence, of the said Gopaul Row having executed an assignment of, or otherwise assigned and conveyed the said bond or agreement for the payment of money, in the Persian language, to the said Reddy Row, afterwards, to wit on the 20th day of June, in the year 1808, did set and affix his hand and seal to the said articles of agreement between the said United Company and the said several persons whose hands and seals ſhould be thereto set and affixed, and who respectively were or claimed to be creditors of the said Nabobs, or some or one of them; and that the said Reddy Row, in further pursuance of and according to the aforesaid conspiracy, combination, and corrupt agreement, between them said Reddy Row and Anundah Row, and under the deceit, colour, and pretence of the said bond, and of the said assignment thereof as aforesaid, did prefer a claim, as a creditor of the said Nabob Omdut ul Omrah, before William Parker, Samuel Thomas Goad, and Henry Russel, esqrs. being Commissioners in India acting in execution of the aforesaid agreement between the said United Company and the said private creditors of the said Nabobs of the Carnatic. Whereas, in truth and in fact, the said Nabob Omdut ul Omrah did not in his lifetime execute the said bond or agreement for the payment of money, in the Persian language, in favour of the said Gopaul Row, nor receive as a loan from the said Gopaul Row the said sum of 38,500 ſtar pagodas, or any other sum whatsoever; nor by any other bond or agreement in writing whatsoever engaged to pay the said Gopaul Row the said sum of money, or any other sum of money whatever; and the said Reddy Row and Anundah Row well knew the same, to wit, at Madras aforesaid. And whereas, in truth and in fact, at the time when the said Reddy Row so set and affixed his hand and seal to the said agreement, and so preferred the said claims before the said Commissioners in India, the said Nabob Omdut ul Omrah had not in his lifetime executed the said bond or agreement for the payment of money, or any other bond or agreement for the payment of money, or any other bond or agreement for the payment of money to the said Gopaul Row, and the said Reddy Row and Anundah Row well knew the same, to wit, at Madras aforesaid. By reason and means of which said conspiracy, combination, and corrupt agreement, so as aforesaid had and made between the said Reddy Row and Anundah Row, the said Auwadanum Paupiah Braminy, Thomas Parry, William Abbott, and Richard Arthur Maitland and others, the said private creditors of the said Nabobs of the Carnatic, have undergone and sufferd great risque and hazard, and great troubles of mind and body, to their great damage, to the evil example of all others in the like manner offending, and againſt the peace of Our said Lord the King, his Crown and dignity.

2d COUNT.—That the said Reddy Row and Anundah Row wilfully and juſtly devising and intending to cheat and defraud the said United Company of Merchants of England trading to the Eaſt Indies, on the 15th day of July, in the 45th year of the Reign of Our said Lord George the Third, at Madras aforesaid, wickedly, falsely, fraudulently and unlawfully, did conspire, combine and agree among themselves, to obtain, acquire, and get into their hands and possession, of and from the said United Company, a large sum of money, under a false colour and pretence of the said Nabob Omdut ul Omrah having executed a certain Persian bond, bearing date the 26th day of July in the year 1798, to one Gopaul Row, whereby he (the said Nabob Omdut ul Omrah) did engage to pay to the said Gopaul Row the sum of 38,500 ſtar pagodas, and intereſt at the rate of one per cent. per month, in the space of fourteen months; and under the colour and pretence of the said Gopaul Row having assigned the said bond to the said Reddy Row afterwards, to wit, on the 15th day of July, in the 45th year aforesaid, did falsely make, forge and counterfeit, or cause and procure to be falsely made, forged and counterfeited, or willingly act and assiſt in the false making, forging and counterfeiting, a certain paper written in the Persian language, with the mark or byze of the said Nabob Omdut ul Omrah, whereby the said Nabob Omdut ul Omrah did engage to pay to the said Gopaul Row the sum of 38,500 ſtar pagodas, and intereſt at the rate of one pagoda per cent. per month; and that the said Reddy Row, in pursuance of and according to the said laſt-mentioned wicked conspiracy, agreement and combination, and falsely and wickedly prefer a claim as a true creditor of the said Nabob Omdut ul Omrah, under colour of the aforesaid false, forged, and counterfeited paper written in the Persian language. Whereas, in truth and in fact, the said paper written, purporting to be signed with the mark or byze of the said Nabob Omdut ul Omrah as aforesaid, was forged and counterfeited, and the byze or mark thereto affixed was not the byze or mark of the said Nabob Omdut ul Omrah, and the said Reddy Row and Anundah Row well know the same. And whereas, in truth and in fact, at the time when the said agreement, and preferred the said claim as aforesaid, the said Nabob Omdut ul Omrah had not executed the said paper written to the said Gopaul Row; and in truth and in fact the said Reddy Row was not a true creditor of the said Nabob Omdut ul Omrah, and the said Reddy Row and the said Anundah Row well knew the same, to wit, at Madras aforesaid. By reason and means of which said company, combination, and unlawful agreement so as aforesaid had and made between the said Reddy Row and Anundah Row, the said United Company has incurred great risque and hazard, to the evil example of all others in the like case offending, and againſt the peace of Our said Lord the King, his Crown and dignity.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

Appendix, —B.—

TRANSLATION.

MEMORANDUM, Viz.—The sum of thirty-eight thousand and five hundred ſtar pag[s] (the half of which is nineteen thousand two hundred and fifty pagodas) to serve the exigency of my affairs for the Company's kiſt, I have received from Gopaul Row, by way of a loan at intereſt. God willing, the said sum, with intereſt at the rate of one pagoda per cent. per mensem, ſhall be paid at the expiration of fourteen months, and this bond taken back.

Seal of Omdut Ul Omrah Wallajah.

Star Pagodas 13,500.

Written the 11th Saffer, 1213 Hegire
A. D. 26th July 1798.

(The Nabob's signature.)

DEPOSITION of ROY REDDY ROW; taken on oath, 11th July 1808.

THE Bond — A. — delivered with the claim, being ſhewn to Reddy Row, he is aſked, if that is the bond on which he founds his claim?—It is.

How did this bond come into your possession?—The original sum of 35,000 pag[s] was advanced by me to the Nawaub Omdut ul Omrah, on account of Anwer Ally Khân, renter of Arcot; of this 31,000 pag[s] was a sum in my charge belonging to my brother, Anunda Row, and the remaining 4,000 pag[s] was a sum also in my charge, belonging to Gopaul Row, the original creditor named in this case. The right to the former sum of 31,000 pag[s] I acquired under the will of my deceased brother, Anunda Row, and Gopaul Row transferred to me his whole intereſt in the remaining sum of 4,000 pagodas, for that sum which I paid to him. (The Deponent then delivers a Mahratta Paper — B, — purporting to be Gopaul Row's receipt to him for the payment of the above 4,000 pagodas.)

How did it happen that bond was made out in the name of Gopaul Row?—I and Anunda Row being in the service of the Nabob, we thought it would look better that the bond ſhould be made out in the name of any other person.

Relate the circumſtances which attended this transaction?—This sum of 35,000 pagodas was advanced on account of Anwer Ally Khân, renter of the Arcot diſtrict; 19,000 pagodas were paid to the Nabob himself, through Colonel Barrett, on the 30th of Aunee A. F. 1207, and the other 15,700 pagodas were paid by me to Colonel Barrett, by him to D. Conolly, and by D. Conolly to the House of Lautour and Co. This latter sum was paid in the following manner, by me, to Colonel Barrett:—

	Pag[s].
13th of Adee A. F. 1207 - - - - - -	3,500
14th - - - Do - - - - - - -	5,400
18th - - - Do - - - - - - -	2,000
14th Aunee A. F. 1207 - - - - - - -	5,000
	15,700

The sums were paid, on the same dates, by Colonel Barrett to D. Conolly; but by D. Conolly to Messrs. Lautour and Co. on what dates cannot precisely say.

How came these laſt sums to pass through so many intermediate hands?—The sums were paid by me to Colonel Barrett, as the Secretary of the Nabob, and they were paid by him to D. Conolly, and by D. Conolly to the House of Lautour and C[o] on the following account: About two months previous to the date of this transaction, the Nawaub being in want of money to pay his kiſts to the Company, his Secretary, Colonel Barrett, applied to D[r] Conolly, with whom he was in habits of friendſhip, to advance the necessary sum. In consequence of this application, D[r] Conolly borrowed 55,000 pag[s] from the House of Lautour and C[o], and advanced it through Colonel Barrett to the Nabob; and it was in part payment of the debt so incurred, that the above sum of 15,700 pagodas was paid by Colonel Barrett to D. Conolly, and by D. Conolly to the House of Lautour and C[o].

The bond, it appears, is for 38,500 pagodas; you have accounted for only 35,000; what occasioned the bond to be given for the former of these sums?—The difference of 3,500 pagodas conſiſted of a part of the intereſt due between the period at which the money was advanced and that at which the bond was granted. The whole of the intereſt for that period amounted to 3,791 pagodas, but of that 291 pagodas were paid to me in caſh, and the remaining 3,500 pagodas were inserted in the bond.

At what rate was the intereſt calculated?— At 1 per cent. per month.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

It appears by the ſtatement of the claim preferred by you before us, that the money for which this bond was granted, was paid to Anwer Ally Khan, the renter of the Arcot diſtrict. You have ſtated in your evidence, that the money was paid by you partly into the Nabob's own hands, and partly to Colonel Barrett. How do you explain this apparent contradiction?—The ſtatement sent into the Commiſſioners with my claim, is made out in Engliſh, a language with which I am unacquainted. The person who wrote it for me has erroneously ſtated, that the money was paid to Anwer Ally Khan, inſtead of ſtating, that it was paid only on his account.

In the same ſtatement you also say, that it will appear by a reference to the bond, hat the money was paid to Anwer Ally Khan; whereas the names of Anwer Ally Khan does not once occur throughout the bond?—That also is an error of the Engliſh writers.

Do you know in whose hand-writing this bond is?—It was written by Anunda Row, a writer in the service of the Nabob.

Is he ſtill living, and where is he?—He is at present living at Madras.

When the money was originally advanced, did you receive from the Nabob any aſſignment on the revenues of any of his diſtricts?—No.

At the time of advancing the money, did you get any written acknowledgment from the Nabob, or Colonel Barrett?—I did. The deponent then produces three Persian papers C. D. E. purporting to be acknowledgments under the Nabob's signature, for the receipt of the money.

Have you any further documents that are essential to the support of this claim?—I have an enayetenama under the seal and byze of the Nabob, authorizing the aforesaid Gopaul Row, and another person named Vinkut Rummum Satty, who had occasional transactions with Anwer Ally Khan, to advance money on his account to Anwer Ally Khan. (The deponent delivers in the above paper, F.)

Have any payments been made on account of this transaction since the date of the Bond.—None.

Is Gopaul Row alive?—No.

Do you know Mr. Abbott?—I do.

When this transaction took place, had he any public situation about the Nawaub?—No; but he had pecuniary transactions with the Nabob.

(Continued, on oath, on the 12th July 1808.)

The three papers, marked C. D. E. being ſhewn to the Deponent he is aſked in whose hand-writing they are?—In Narrain Row's. I caused them to be written by him, and gave them to Colonel Barrett; who, after obtaining the Nabob's signature to them, returned them to me.

Was not Colonel Barrett in the habits of signing his name in Engliſh to Persian Reports made by him to the Nabob?—No; the person who wrote this Report, wrote also Colonel Barrett's name in Persian at the bottom of the paper.

Mr. Battley, the Nabob's present Secretary, was in the Nabob's service, when the transaction under enquiry is ſtated to have taken place; was he acquainted with it at the time?—No: but about three or four years ago, when I had occasion to eſtabliſh the validity of the bond on which my present claim is founded, for the satisfaction of one Egumbeer Moodlee, from whom I will to borrow money on the security of the bonds, I referred the queſtion to Mr. Battley, Moolouee Mohummud Ghous Khan, and Tirmul Row, who, after examining the Records connected with it, aſſured Egumber Moodlier, that the bond appeared to them to be an authentic one.

(A true copy.)

(Signed) S. J. GRAD.
(Signed) HENRY RUSSELL.

[Proved by Mr. Russel, from the Records - - 6
The Swaad proved by Coop Chund 45
and
Narrain Row 92
Vencata Row's endorsement, proved by Tremul Row 22
And the Account proved to be written by Anunda Row 92
The Seal proved by Akinhud Neva Khan 113.]

No. 1.—TRANSLATION of a Persian Paper, found in the Dewanny Dufter, consisting of four Sheets.

"The Nabob's *Alif* and *Swaad*."

A compendious General Account of RECEIPTS and DISBURSEMENTS on Accounts of the Districts of Mahommedpore for 1207 Fuslee, from the 1st of Adeemaus to the 27th of Aoneemaus in that year.

Anweer Ally Khan's Seal.

Star Pagodas, 99,103. 9. & ½ of ¼.

Principal - - - - - - - - Pagodas - -	33,446	8½	¼ of ¼
Sundries - - - - - - - - - - - -	65,657	—½	
	99,103	9½	of ¼

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

Principal, Star Pagodas 33,446. 8½. & ½ of ¼.

Viz^t. Former balance	4,390	11¼	
Current balance	29,055	13½ & ½ of ¼	
	33,446	8½ & ½ of ¼	

From the Districts according to the Account of Receipts from the Talooks.

Star Pagodas 33,431. 8½. & ½ of ¼.

Former balance	Star Pag^s	4,375	11¼
Current balance		29,055	13¼
		33,431	8½
In part of the Nuzzer or offering from the Washerman, on account of the balance of the past year		15	—
		33,446	8½

Sundries - - - - Star Pagodas 65,657. —½. Viz^t.

Sewye or sundries	Star Pagodas	20,132	—½
Money borrowed		42,770	8½ ½ of ¼
Received in part of the balance of last year's Account Current		2,637	11½ of ¼
Price of mushroo or embroidered cloths		116	12¼
		65,657	—½

Sewye or Sundries - - - Star Pag^s 20,132. —½. Viz^t.

Revenue	Star Pagodas	3,635	7½ of ½
Districts		16,496	9½ of ½
		20,132	—½

Nuzzer or present.

Present given into the hand		47	15¼ & ¼ of ¼

Engagements of Oilmen, &c. Viz^t.

Engagements of the Oilmen	Pag^s 14	9¼	
Apasawmee, Suraf, discharged	50	—	
		64	9¼
Present to your Highness		810	6
Present to the Soubahdar		218	7½ & ½ of ¼
Present on settling the Jumabundee, or engagements for paying rents			9½
Present to the Aumil		295	11¼
Present on sequestration		1	7¾
Batta		22	11¼
Surpluses		1	7¼ & ½ of ¼
Illumination		210	7
Mautputu for taxes			9¾
Choungee Sayer, or levies in kind on rice		3	10½ & ½ of ¼
Fines		62	4 & ½ of ¼
Retrenchments, in part of pay to Sebundee or officers employed in the collectories, and others		62	7 - ½ of ¼
Mugma, or duties upon bags of grain		13	12½ & ½ of ¼
Burdast, or expences		18,049	8
Duties on silk worms		14	
Cost of plaintains		1	- - ½ of ¼
Fees of Cansougoes		8	12½ & ¼ of ¼
Bribes		94	12
Receipts from Kirpah Cuttra		147	6½ & ½ of ¼
		20,132	—½

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

2d Sheet. Heading of the Papers in the first sheet.

Duftgardon or Loans

Anwer Ally Khan's Seal.

Sum Total - Star Pagodas 42,770. 8½. & ½ of ¼.

Running at intereft - - - - - - - -	37,046	6 -	½ of ½
Without intereft - - - - - - - -	5,724	2½ & ½	of ¼
	42,770	8½ & ½	of ¼

Revenue not running at interest - - 2,166. 3½. & ½ of ¼.

Family Jagheer - - - - - - - - -	1,990		
From Eslim Husseim, moonshee of Moottha, Belpore, &c.	176	3½ & ½	o ¼
	2,166	3½ & ½	of ¼

Mehal' - - - 40,604. 5.

Running at interest - - - - - - - -	37,046	6 -	½ of ¼
Not running at interest - - - - - - - -	3,557	14½ & ½	of ½
	40,604	5	

On account of Money borrowed from Vencat Rumun Chitty Soncar, Inhabitants of Wallah Jahnugger.

Under bond - - - - - - - - - Star Pagodas	1,000	—	—
Received by him - - - - - - - - - -	495	—	—
Balance - -	505	—	—

According to an Account of the Return of Anwur Ally Khan Bahauder.

Pagodas - - - - - - - - - - - - -	761
Pergunnal Elewanasoor - - - - - - - - - - -	600
Star Pagodas	1,361

Deduct on account of loan made in the last year, 1206 Fuslee, Viz.

Pune - - - - - - - - - - - -	840	
In part of interest - - - - - - - - - -	26	
		866
		495

Balance of the dustgurdan, or money borrowed from Gopaul Row and others - - - - - - - -	92,265	8½ & ½	of ¼
Deduct teep of Mahanarseenacharsu and others, the amount of which, on account of their concealment, was not received by the sirkar, but afterwards the sum of pag' 5,000, borrowed from Vishnodut Tirwaree, under a bond from Anwur Ally Khan Behader, was received by the sirkar through Reddy Row, and the circar is in possession of the account of it - - - - -	50,000		
Balance - - -	42,265	8½ & ½	of ¼

Gopaul Row - - Star Pagodas	35,000		
Balance due to Jewana Waick -	7,265	8½ & ½	of ¼
	42,265	8½ & ½	of ¼

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

Receipts in part of the balance of the past year, 1208 Fuslee.

Star Pagodas 2,637. 11. ½ of ¼.

Revenue, Viz^t.

Balance of amount due up to the 22^d of Aneemaus, 1206 Fuslee	Pag^s 10	12½ & ½ of ¼
Collected by Reddy Row	60	—
On account of balance due from Mootha Belpore	14	½ of ¼
	69 14	- ½ of ¼
Pagodas	71	10½
Mehals	2,566	—½ & ½ of ¼
Price	2,637 11	- ½ of ¼

Price of mushroo or embroidered cloth, which Hafez Ahmud Khan Behadar had ordered to be prepared, and which was kept in deposit at Fitgoody, and is now debited, one bundle dispatched to the Hugoor - - - - - - - - - - - - Pag^s 116 12½

Anwur Ally Khan's Seal.

Disbursements - - 96,897. 8¼. & ½ of ¼.

Circar's concerns	81,204 — - - - ¼
Concerns of the districts	15,693 8½ - of - ¼
	96,897 8¼ & ½ of ¼

Circar Concerns - - 81,204. — ¼.

Remitted	75,541 1½
Tunkha holders and others	5,662 14¾
	81,204 0¼

Remitted, 75,541. 1½.

Through the Vakeel -	75,480 —
According to perwannas or orders	61 1½
	75,541 1½

Through Gewajee Row, Vakeel.

Star Pagodas 75,480.

Principal - Star Pagodas	74,890
Nyaz or offerings	2,600
	77,490
Paid into the Treasury of the Huzoor	5,750
Paid to Huzoor	32,000
In part of the Teep in the hands of Mr. Lautour	37,730
	75,480

Anwur Ally Khan's Seal.

Paid into the Treasury of the Huzoor - - - - - - 5,750

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

3d Sheet. Heading as before.

Diſbursements on account of the Sirkar, remitted through Jewajee Row, Vakeel Principal in the month of Aoneemaus.

Star Pagodas 3,150.

On the 26th	2,900
On the 27th	250
	3,150

Nyaz or offerings - - - - - - - - Star Pagodas 4,460

Deduct, entered in the Account of Receipts and Diſbursements of the paſt year, 1206 Fuslee; Vizt.

2d Mohurrum 1212, corresponding with the 18th of Aoneemaus -	960	
11th Mohurrum of the same year corresponding with the 26th of Aoneemaus, through Colonel Barret, to the charge of Doctor -	500	
13th Mohurrum in the same year, corresponding with the 29th of Ameenas, into the charge of Doctor Conolly - - - - -	400	
		1,860
Balance - - Pagodas		2,600

Month of Adeemaus, 1,100.

3rd of that month, through Colonel Barrett, to Mr. Johnſton - - Pags	1,000
2d of the month, paid into the Treasury - - - - - -	101
Pagodas - -	1,101

Month of Aoneemaus - - - - - - Star Pags 1,500

Paid to the Presence on the 31st of Aoneendus - - - - -	35,090
Deduct money ordered for the Jageer of the Family - - - -	3,090
Balance - - Star Pags	32,000

In part of Teep in the hands of Mr. Lautour, whose receipts are in the custody of Apajee Row, Mooſhrif of the Treasury of the Presence.

Star Pagodas 37,730.

In the month of Adeemaus 25th Mohurrum, 1212 Hegiree, corresponding with the 9th of the above month - - - - - - - -	900
26th of the same month, corresponding with the 10th of the above month -	5,000
29th of the same month. or 13th of the above month - - - -	3,300
3rd of Suffer, or 26th of the above month - - - - - -	7,400
6th of Do, or 19th of Do - - - - - - - - -	2,000
9th of Do, or 2d of Do - - - - - - - - -	1,650
10th of the same month, or 23rd of Do - - - - - - -	1,500
12th of the same month, to 17th of the same month, corresponding with 30th of Adeemaus, 3,340, vizt.	
12th of - Do - - - - - - - - - - - -	1,500
16th of - Do - - - - - - - - - - - -	300
17th of - Do - - - - - - - - - - - -	1,540
	25,290

In the month of Aoneemaus.

Star Pagodas, 12,440.

1st - - - - - - - - - - - - -	385
3rd - - - - - - - - - - - - -	615
4th - - - - - - - - - - - - -	500
5th - - - - - - - - - - - - -	2,825
10th - - - - - - - - - - - - -	1,915
11th - - - - - - - - - - - - -	500
16th - - - - - - - - - - - - -	5,000
15th - - - - - - - - - - - - -	500
23rd - - - - - - - - - - - - -	200
Star Pagodas	12,440

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

According to Perwannas or orders of the Huzoor.
Star Pagodas 61. 1½.

According to perwannah, or order, dated ( ) to pay the Infantry and Artillery through Beram Jung - -	25,000	
Received - - - - - - - - - - - -	5	
According to perwannah, dated 14th Suffer, 1212 Hegiree, to pay the Cavalry and Infantry and Artillery in the service of the Sircar, through Meer Cootubooddeen Khan - -	24,000	
Received - - - - - - - - - - -	27	
According to an enayetnama, dated ( ) to purchase paper, 100 l^e^ or - - - - - - - - - -	29	1½

Tunka holders and others.
Star Pagodas 5,662. 14¾.

Tunkha holders - - - - - - - - -	390	8
Toujeeh holders - - - - - - - - -	4,320	13½ of ¼
Sundries - - - - - - - - - -	951	9½ & ½ of ¼
	5,662	14¾

Expences of the Diſtricts.
Star Pagodas 15,693. 8. ½ of ¼.

Day Penſioners - - - - - - - - -	80	5½ & ½ of ¼
Sebundee, or charges of collection Cutcherry expences -	2,912	7¾
Diſtrict - - - - - - - - - - -	9,752	8½ & ½ of ¼

Sader Wader, or aſſiſtance to Travellers and others; Viz^t^.

Cutcherry of the Soubah - - - - -	466	14	
Mehals or Diſtricts - - - - - -	620	9¼	
	1,087	7¼	
	1,087	7¼	
Repairs of tanks, &c. - - - - - - -	185	1¾	

Anwur Ally Khan's Seal.

Transfer of Loan on account of laſt year.
Star Pagodas 1,675. 8¼. & ½ of ¼.

Revenue.			
To Vencat Rumun Chitty - - - - - -	840		
Moottoo Chitty - - - - - - - -	231		
	1,071		
Diſtricts of Kawder abad - - - - - - -	604	8¾ & ½ of ¼	
	15,693	8½ of ¼	

Anwur Ally Khan's Seal.

Balance - - Star Pag^s^	2,206¾		
	2,206¾		
Revenue, &c. - - -		10½ & ½ of ¼	
Balance of Revenue - - - - - - - -		1 15 & ½ of ¼	
Balance on account of Retinue - - - - -		8 2½	
Stock of Wax received from the Talook, in deposit with the Surraf - - - - - - - - -		1 8	
On account of advances detailed by name in the Receipts and Diſburſements of the Revenue - - - -		14½	
		25 9¾	
Talook - - - - - - - Star Pagodas	2,180		
	2,205	9¾	

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

According to the account of the Receipts of the Talooks - -	1,825	8¼
Advances entered in the Account as a Diſbursement, but the Villagers being answerable for the amount, it is now inserted as a Balance:		
Advances on account of Belfore - - - 20 14¼ & ½ of ¼		
Tewamatoor - - - - - - 37 13¼ & ½ of ¼		
Bhowangury - - - - - - - 79 1¾		
	318	2
Remaining - - 36. 12¾.		
Short weight of Rupees, the Treasury - - - - - -	16	9½
On account of Palankeen - - - - - - -	2	6½
Remaining - - - - - - - - - - -	17	12¾
	2,180	7¾

* In diſpute, &c. and has not been ſettled between the Amil and the Villagers; after adjuſtment the net Balance will be known.

No. 2.—TRANSLATION of a Paper found in the Dewanny Dufter, purporting to be the Suwaul, relating to Gopaul Row's Bond, in the form of a Representation from Col[l] Barrett to the Nabob.

[Produced from the Records by Mr. Russell - - - 8
Proved by Narrain Row to be written by the defendant Anunda Row - 93
One of Endorsements proved to be written by Sunevasa Row, who died 11 years ago, and was one of the head sherishtadars, by
Tremul Row - 21
and
Narrain Row - 93
The Swaad is proved by Coop Chund, 45
A copy of this document proved to be found by Mr. Goad - - - 73]

" The *Nabob's Alif* and *Swaad.*"

Laſt year being 1207 Fusly (1797-8) the management of the Mehals composing the Sooba of Mohummudpore (Arcot) was, for a time, entruſted by your Highness to Anwer Ally Khan, when he borrowed from certain bankers ſtar pagodas 42,000, thirty-five thousand from Gopaul Row, and seven thousand two hundred and sixty-five from Jewana Naig; and remitted the amount to your Highness in the way of an advance. The above sum has been expended, partly on account of the Company's kiſts, through Mr. Latour, and partly on account of your Highness's own expences; accordingly the amount borrowed from the above persons has been entered in a ſtatement of the collections of the aforesaid Mehals, up to the period of the removal of Unweer Ally Khan, which has been received under his seal and signature, in the Dewanny Records. Besides this, enayetnamas have been granted by your Highness to the bankers, encouraging them to make advances without apprehension to Anwur Ally Khan; and assuring them, that if he ſhould be removed before their loans have been repaid, they ſhould be made good by the Sirkar. The bankers are in poſſeſſion of those vouchers, and now demand payment of their loans.—Adverting to the scarcity of money, I have endeavoured to satisfy them by proposing as an arrangement, that for the present, bonds of the Sirkar ſhould be granted them, payable at the expiration of a certain period; and that the amount of those bonds ſhould be paid to them hereafter at the time specified. Accordingly, the bankers have now consented to take such bonds. I have therefore caused to be prepared, and now send to your Highness, a Memorandum, containing a ſtatement of the pecuniary transaction with Gopaul Row, and a bond for the sum of 38,500 pagodas, including intereſt, in the name of Gopaul Row, and a bond in the name of Jewana Naig for 7,265 pagodas. I am hopeful that your Highness will honour them with your seal and signature, in order that they may be given to the bankers for their satisfaction.

11[th] Suffer, 1213 Hegiree, or 26[th] July A. D. 1798.

(Endorsed on the back)
" Inspected."
" Examined."

[Produced by Mr. Russell from the Records - - 8
Proved to be written by the defendant Anunda Row, by Narrain Row 93
One of the Endorſements proved to be written by Sunevasa Row deceased, by
Tremul Row - 21
and
Narrain Row 93
The Nabob's Swaad on this is proved by Coop Chund - 45
Mr. Batley - 132
A copy of this found on the Records by Mr. Goad 73]

No. 3.—TRANSLATION of a Persian Paper found in the Dewanny Dufter.

" The Nabob's *Alif* and *Swaad.*"

Memorandum.—Duſtgurdan Account Current of Gopaul Row, on account of the Soubah of Mohummudpore under the management of Anwer Ally Khan Bahaudur, according to a ſtatement of receipts and payments under the seal of the aforesaid Bahadar up to the 27[th] of Aunee, 1207 Feusly (8[th] September 1797.)

Star Pagodas	3,879. 1½.
Principal D°	35,000. —

Dated 10 Suffer A. H. 1213, or 25 July 1798.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

Intereſt at the rate of one per cent. per menſem, from the 27th of Aune 1207 Fusly, answering to the 10th of Rubbee-ool Umul, A. H. 1212 (8th September 1797) up to the 10th of Suffer, A. H. 1213 (25th July 1798) 350 pagodas per month, being for 10 months and 25 days, is pagodas 3,791½.

Received through Anwur Ally Khan Bahaudur, pagodas 291½.

Balance 38,500.

Indorsements in the hand-writing of Sreenavas Row, of Reddy Row.
" It is underſtood." " It is underſtood."

No. 4.—TRANSLATION of a Persian Paper found in the Dewany Dufter.

[Produced by Mr. Russell from the Records - 8 Proved by Coop Chund to have the Swaad of the Nabob upon it - - 45]

" The Nabob's Alif and Swaad."

Memorandam of Mr. Lautour's Receipts for the Money borrowed from Gopaul Row and others, 18 papers—

Star Pagodas 37,730.

On the 15th of Rubbee-Oalawul, 1212 Hejiree, eighteen receipts for ſtar pagodas 37,730, were delivered to Appo Row Khegana, of which one receipt for pagodas 200 is still due.

In the month of Adeemaus 9 papers, for Star Pagodas 25,290.

Receipt dated 21st July, corresponding with the 25th Mohurrum, 1212 Hegiree, or 9th of Adeemaus - - - - - - Star Pagodas		900
Receipt dated 22d July, or 10th of Adeemaus - - - - -		5,200
Dº - - 25th July, or 13th - - Dº - - - - - -		3,300
Dº - - 28th July, or 15th of Adeemaus and 2d Suffer - - -		7,400
Dº - - 31st July, or 19th of Adeemaus - - - - - -		2,000
Dº - - ( ) or 22d - - Dº - - - - - -		1,650
Dº - - ( ) or 23d - - Dº - - - - - -		1,000
Dº - - ( ) or 23d - - Dº - - - - - -		500
Dº - - ( ) or 30th - - Dº - - - - - -		3,340
		25,290

In the month of Aoneemaus 9 papers, for Star Pagodas 12,440.

Receipt dated ( ) corresponding with the	2d	of the said month -		385
Dº - - ( ) - - - - - - - or	3d	- - Dº - -		615
Dº - - ( ) - - - - - -	4th	- - Dº - -		500
Dº - - ( ) - - - - - -	5th	- - Dº - -		2,425
Dº - - ( ) - - - - - -	5th	- - Dº - -		400
Dº - - ( ) - - - - - -	10th	- - Dº - -		1,915
Dº - - ( ) - - - - - -	11th	- - Dº - -		500
Dº - - ( ) - - - - - -	14th	- - Dº - -		5,000
Dº - - ( ) - - - - - -	15th	- - Dº - -		500
Dº - - ( ) - - - - - -	22d	- - Dº - -		200
				12,440

No. 5.—TRANSLATION of a Persian Paper found in the Dewany Dufter.

[Produced by Mr. Russell from the Records - - 10 Proved by the Chund to have the Nabob's Swaad on it - - - - 45 Proved by Chenny Reddy Row to be written by himself 103]

" The Nabob's Alif and Swaad."

I requeſt that your Highness will be pleased to direct the necessary persons specified in the following liſt, to attend me; and also that your Highness will sanction with your signature, the arrangement below suggeſted, for granting bonds to the Sirkars on account of the money advanced by them to complete the Company's kiſts.

Necessary persons to be attached to me:

Winkut Row; Moonſhy Redd Row, son of Kiſhnajee Daso; Mohurrar and Shuſhgurry, late sheriſhtadar of Mohummudpore.

4 Delageto.
2 Chobadares.
4 Hircarrahs.
1 Maſhaulchee.

Colonel Barrett communicated to me your Highness's orders, that I ſhould immediately raise money for the Company's kiſts or loans from the bankers, on account of the revenues of the diſtricts of Tinnivelly, Madura, and Vellore, and pay it into the Sirkar; and has told me, that at the end of the year the Sirkar will repay to the bankers, through me, whatever balance may remain due to them, after deducting the amount that may have been received

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

from the diſtricts. In consequence of this I opened a negotiation with the bankers for borrowing money from them. They require that for the advances made by them I ſhould grant them my own bonds; your Highness will therefore be pleased to sanction with your signature the measure of granting those bonds to the bankers for the money to be advanced by them for the Company's kiſts.

The Nabob's Allif and Swaad occur in this place, in order that I may proceed with confidence, to raise loans from the bankers on bonds to be granted by myself for the Company's kiſts, and pay it into the Sirkar. The amount of the collections of the aforesaid diſtricts may be made over to the bankers, and at the end of the year whatever balance may ſtill remain due to them may be paid to them by the Sirkar.

Dated 1st Jemmadee oos sanee, A. H. 1215, or 20 Octr 1808.

By Reddy Row's Seal.

[Produced by Mr. Russell from the Records - - 10 Proved to be written by Roya Anunda Row, who died about 10 months before the Nabob, by Tremal Row 22 and by Narrain Row - 93 Rap Chuns proved the Nabob's writing on the vouchers 45 and so did Narrain Row - - - 93]

No. 9.—TRANSLATION of a Persian Paper found in the Dewanny Records.

(The words between Cammasorre in the Nabob's hand-writing.)

"The Alif and Swaad."

"In every affair the Colonel is absolute." Your Highness has given an order, that no servants' orders for salaries, tunkhas, enayetnamas, bonds, dustucks, or other papers connected with any business whatever, ſhould on any account be written by the moonſhees, mootusuddees, or other officers, without the privity and knowledge of Colonel Barrett; and that if they ſhould either write or utter them, they would incur your Highness's most severe displeasure. On this point your Highness's pleasure is requeſted.

Dated 18th Rubee oos sanee, A. H. 1212—10 Oct. 1797.

Endorsement.—On the night of the 19th Rubbee oos sanee. A. H. 1212—11 Oct. 1797.

The representation, with his Highness's signature, was delivered in to the dufter. An order was issued through Ferozthan, that Colonel Barrett ſhould be absolute, and ſhould employ any body he chose on any business whatever.

(A true translation.)
W. R.

[Produced by Mr. Russell from the Records - - 9 Proved to be signed by Roya Anunda Row M. Tremul Row - - - 22 Proved by Narrain Row to be written by himself - 93]

No. 11. TRANSLATION of a Persian Paper found in the Dewanny Dufter.

Laſt night I had the honour of recommending to your Highness that a clever writer ſhould be attached to me by your Highness, in order that he might accompany me to Mahommedpore, and be employed in adjuſting the accounts of the Sirkar. I mentioned a person of the name of Anunda Row as a clever writer, and proposed, with your Highness's approbation, to introduce him to you.

Your Highness was pleased to direct that Anunda Row ſhould be introduced to your Highness, and that I ſhould take him with me, and pay him, on account of the Sirkar, a monthly salary of 40 rupees (the Nabob's Alif and Swaad occur in this place). In obedience to your Highness's orders the above-mentioned writer is in attendance. Whatever your Highness may direct, will be done.

(Signed)

Indorsement.—This paper, under the signature of the Nabob, was received into the dufter on the 24th Zehidge, A. H. 1211—20 June 1797. An order was given that Anunda Row ſhould be introduced to his Highness.

[Produced from the Record by Mr. Russell 9 The Nabob's writing proved by Coop Chund 44 By Mr. Batley - 133 Narrain Row proves he wrote this - - 94]

No. 12.—(In pencil.) From the 1st Rubbee oos sanee, 1214 Hegiree, or 2nd Sept. 1799, 15 pagodas per month.

Memorandum.—Liſt of Annund Row, son of Pencat Row, hopeful of favour and kindness.

[Produced by Mr. Russell from the Records 9 Written by Narrain Row - - - - 94 The Swaad of the Nabob to it is disproved by the same witness - 94]

No. 13.—TRANSLATION of a Paper found in the Dewanny Dufter.

The Nabob's *Alif* and *Swaad*.

A person named Anunda Row, a moonſhee in the service of your Highness, is attached to Colonel Barrett, and is employed in your Highness's affairs, but he has not been honoured with tunkha for the payment of his wages. Your Highness's pleasure is therefore requeſted as to granting an order for the present year, and preparing a tunka on the diſtrict of Vellore for the balance of his wages for the laſt year.

Dated 10th Mohurrum, A. H. 1216, or 24 May 1801.

No. 7.
APPENDIX referred to, in the foregoing TRIAL.

No. 15.—TRANSLATION of Persian Paper, purporting to be a representation from Col. Barrett.

[CoopChand proves the Nabob's writing on this document - - 44]

The following words are in the Nabob's hand-writing in pencil, preceded by the Alif and Swaad of the Nabobs:

I am pleased, and consent to the proposition. Let the arrears of pay, and a present of twenty-five thousand rupees be given.

Roy Reddy Row, according to the pleasure of the Circar, devotes himself in a suitable manner to the management of the affairs of the Circar, and to the realization of the kists of the talooks of Tinnevelly, &c. And formerly, according to the high command, he proceeded to make a settlement Tupetty, and having arranged the Amany business of that place with probity and good faith, he raised the produce of Tupetty to near one lac of pagodas. It was also signified to him, that in the event of arranging and settling Terpetty, and causing the produce of it to amount to near one lac of pagodas, marks of favour and reward would be conferred on him. And an enayetenama, under the sign manual, was issued to the above-mentioned person, promising a donation of twenty-five thousand rupees during the past year. The above-mentioned person also mentioned to the gracious Presence the circumstance of the marriage of his daughter, and it was signified that a suitable present be made to him. Nothing, however, was bestowed upon him; besides which, the sum of six thousand four hundred pagodas, on account of arrears of pay which accrued during the displeasure of the Presence, has not been received, although payment was formerly ordered under a paper bearing the sign manual. Your devoted Slave, considering these circumstances, is emboldened to state them, and the above-mentioned is hopeful of your favour and kindness.

The representation of your Slave,

Written 26th Zecead, 1215 Hegiree. BARRETT.

No. 17.—TRANSLATION of four Persian Papers found in the Dewanny Records.

[These documents were produced from the Records by Mr. Russell 9]

[The handwriting of the defendant, Anunda Row, to these four Receipts proved by Narrain Row; and that the Nabob's Swaad are on them all - - 91]

1st Paper.

The Nabob's *Alif* and *Swaad*.

I, Anund Row, a servant of the Sickar, have received and appropriated to myself the sum of eighty rupees, the half of which is 40 rupees on account of my wages for two months. Through Roy Anunda Row I have therefore written these few words as a receipt, which may remain as a voucher for the future 80 rupees.

(Signed) Anunda Row.

Dated 30 Ryab, A. H. 1212, or 18 January 1798.

2d Paper.

The Nabob's *Alif* and *Swaad*.

I, Anund Row, a servant of the Circar, have received and appropriated to myself the sum of eighty rupees, the half of which is forty rupees on account of my wages.

Row I have therefore written these few words as a receipt, which may remain as a voucher for the future 80 rupees.

(Signed) Anunda Row.

Dated 8th Suffer, A. H. 1213.—23 July 1798.

3d Paper.

The Nabob's *Alif* and *Swaad*.

I, Anund Row, a servant of the Sirkar, have received and appropriated to myself the sum of forty rupees, the half of which is twenty rupees on account of my wages. Through Reddy Row I have therefore written these few words as a receipt, which may remain as a voucher for the future 40 rupees. Signed) Anund Row.

Dated 10 Kubbee ool Uwul A. H. 1213, or 23 August 1798.

4th Paper.

The Nabob's *Alif* and *Swaad*.

I, Anund Row, a servant of the Sirkar, have received and appropriated to myself the sum of one hundred and twenty rupees, the half of which is sixty rupees on account of my wages. Through Reddy Row I have therefore written these few words as a receipt, which may remain as a voucher for the future.

120.

(Signed) Anund Row.

Dated 29th Jemmadee oossance, A. H. 1213, or the 8th December 1798.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

No. 18. TRANSLATION of a Paper found in the Dewannee Records, in the hand-writing of Khoob Chund, and endorsed by Anund Row.

To Madhoo Row. Manomedpore.

[Produced from the Records by Mr. Russell - - - 9 Written by Coob Chund - - 45 The hand-writing of the defendant, Anunda Row, to the Endorsement, proved by Narrain Row - - - 97]

You are a servant of the Circar, and placing full confidence in you, you have been appointed to the office of Persian seriſhtadar. It is a matter of aſtoniſhment, that you have not sent one scrap of paper of accounts. This circumſtance is very prejudicial to you.

It is indispensable that you send forthwith the accounts of receipts and disbursements to the end of the paſt year, 1207 Fuslee, and the monthly accounts for the present year; and send them regularly every month in future. In the event of any neglect, be assured that you will subject yourself to severe displeasure, and in your ſtead another person will be sent.

Vincat Row, Persian seriſhtadar, and Golund Row, Hindoee seriſhtadar of Nuthernuggen, Vincat Row, seriſhtadar of Madhura, Apoo Row Hindee, seriſhtadar of Tinnevelly, and Nagoo Row, Persian seriſhtadar of the same place, Nurhur Row, mussmooadar and du tajee.

Row, Persian writer of Tarrour, Nagoo Row, Persian seriſhtadar of Aleenoon, Nurring Row, Persian seriſhtadar of Wooddear, Palla Shurgeeree Row, Persian sheriſhtadar, and Nurring Row, Hindee seriſhtadar of the Family Jageer, Kiſhen Row, Persian seriſhtadar, and Khundee Row, Hindee seriſhtadar of Chettoor Vencatam Pet Wuleanalore Bangore Veliore, Termul Row, seriſhtadar, Chundergherry Soorna, Persian seriſhtadar of Nellore, Appoo Row, Persian seriſhtadar of Ongole, Nurssing Row, seriſhtadar of Palnaud.

(Endorsed in the hand-writing of) Anund Row.

The enayutenamas being ſhewn to Colonel Barrett, according to the orders of the Huroor, were dispatched, and the Colonel desired that he might be informed what papers arrived from the Talooks in fifteen days time, as also what remained in the Talooks.

[Produced from the Records by Mr. Russel 9 The Nabob's writing on this document proved by Coop Chund 45 and Narrain Row. 98]

No. 19. In the Nabob's hand-writing, preceded by the Alif and Swaad.

" I have seen it."

Memorandum of particulars of the Assets of Talooks of Woodearpolla and Alleanoor on account of 1207 Julee Porto Navo, pagodas 74,000, tahood or engagement according to a written obligation signed by Soobaroy.

Woodearpalla - - - - -	42,000
Alceanoor - - - - - - -	32,000
	74,000

at 115 Portonovo Pag^{s} per % Stars 62,979.

Receipts according to Vouchers—Tunka Holders; Viz^{t}.

Pay to the infantry and cavalry and other Mahomedee troops, through Mokhar Jung Behauder, according to tunkha - - - - -		25,000
According to eneatenamah, nuzzer to the fourteen Imams or Prophets - - - - - - - - - Rupees 1,200 —		
At 3/8 per pag^{s} - - - - - - - - - -	342 14	
To Syed Mohomed Nysseffee 1,000 - - - - - - -		1,342 14
To Hagee Bilaul, according to eneatenamah, 50 rp^{s} - - -		14 4½
To Syed Mahomed, tousdar of the elephants of the Circar, for travelling charges, according to eneatenamah, 100 rp^{s} or - - -		28 9
Tougeeh holders, feeding horses, &c. with Sherfung Behaudar, according to a signed memorandum, and to me a eneatenamah; Viz. 4 camels, 15 horses at 18,710 p^{r} month for one year - -		2,251 8
		28,637 3½
Balance - -		34,341 12½
		62,979 —

(In the hand-writing of Anund Row.)

On the 5th Suffer, 1213 Higeree, this Memorandum was translated into Engliſh at Col. Barret's, and a copy of it was given into the office of Bunagee Row.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

[Produced from the Records, by Mr. Russell - - - 9
The Nabob's Bond writing on one of these is proved by Coop Chund - 45
Narrain Row 98
Mr. Batley - 133
and the Nabob's Swaad is on the other two - 45
Proved by Narrain Row, that these were written by himself - - 98]

No. 20.—TRANSLATION of three Persian Papers found in the Dewanny Dufter.

1st Paper.

The Nabob's *Alif* and *Swaad*.

Memorandum of Nuzzum, &c. for 1207 Fusly (1797-8.)

Received 1,208 pagodas.

Nuzzur presented on account of the Kamgauin by the zemindar of Catistry, 1,100 current pagodas.

Received, through Oumagee Pakeel, 1,178 pagodas, on account of Willia Nellore; through Reddy Row, 30 pagodas.

Expended 1,207 pagodas 3 annas.

To Doctor Conolly, 1,070 pagodas.

In payment of the wages of Mooftap Ally Khan, 25 pagodas 12 annas.

Intereft to Narrain Chitty, 80 pagodas. On account of your Highness yourself, 110 rupees, or 31 pagodas 7 annas; of which 30 rupees were delivered in cafh, and 80 rupees were paid on account of wages, to Anund Row, writer.

Balance 13 annas.

2d Paper.

"The Nabob's Alif and Swaad."

Memorandum of Money received through Reddy Row, 10th Ragab Ott 1213,

19 December 1798.

Received 8,650 pagodas.

From Ongolee 5,000 pagodas, making, with 450 pagodas on account of Batta, 5,450 pagodas.

From Willer Nellore Bagore, 1,700 pagodas. Monthly payment from Vellore 1,500 pags, of which 1,000 pags was the regular amount, and 500 was on account of nuzzers.

Expended 8,292 pagodas 4 annas.

To Mr. Yeldham, 2,000 pagodas.

Wages of servants, &c. 3,758 pagodas, of which 658 pagodas were paid, through Tuckee Ally Khan, and 3,100 to Mooftafa Ally Khan, on account of your Highness yourself, for the pay of the troops, &c; 1,534 pagodas 4 annas, of which 1,500 pags were paid to your Highness, and 120 rupees or 34 pagodas 4 annas were paid on account of the wages of Anund Row, writer.

To Byhram Juny, for the pay of the troops, &c. 1,000 pagodas.

Balance, 357 pagodas 12 annas; which will be received from Ram Row, vakeel of Ongole.

3rd Paper.

In the Nabob's hand-writing. "The Alif and Swaad;" and the word, "I have seen it."

Memorandum of Nuzzurs on account of Ramxaum, 1208 Fusly (1798-9.)

Received 449 pagodas 9 annas.

From Pulleaghat, 5 pagodas. From Willianellore Bagore, thro' Reddy Row, on the 20 Ramzaren (26 February 1799) 100 pagodas, of which 50 pagodas were in one payment, and 50 in the other. From Oodjire 100 pags. From Chandergeerie, 3 pags. From Vellore, 260 pags, of which only 160 have been received. From Impetty, on the 4th Shawaul (12 March 1799) 11 pagodas. From Oolkoonda, 11 pags. From Mamood Bunder, 10 pags. From Venkutumpett, &c. on the 5th Shuwaul (13 March 1799) 49 pags 9 annas. The Nuzzur of the Talooks amounted to 43 pags 9 annas; and for the remaining 6 pags, or 21 rupees, being the Aumilee Nuzzur, 11 rupees made one payment, and 10 rupees were received your Highness's own hand.

According to your Highness's orders, 447 pagodas 14 annas have been paid to your Highness.

To your Highness Mohommud Hoossaine, commandant, 415 pagodas. On account of the wages of Anund Row, writer, 80 rupees, or 22 pagodas 14 annas. Sydannee, according to an order given through the aforesaid commandant, 10 pagodas.

Balance 1 pagoda 11 annas.

APPENDIX referred to, in the foregoing TRIAL.

[Produced from the Records by Mr. Russell-- - - 8
One of these proved by Narrain Row to be written by himself - - - - 93
The other written by Vincata Row devated, proved by Zamul Row - 22
Narrain Row 93
These are also proved by Runga Row - - 119.]

No. 22.—TRANSLATION of an Extract from a Persian Paper found in the Dewanny Dufter, entitled "A Liſt of Copies of the Eneatenamahs, Bonds, Memorandums, and "other Papers relating to the Loans which have been made to the Sirkar through Roy "Reddy Row, by Wesonouth Thatoor and the bankers. The original Papers, herein referred "to, are forthcoming according to the following detail, under the signature of his Highness "the Nabob." Suwaul, &c. relating to the transactions with Gopaul Row and Jewana Naig.

Six Papers.

The Signature is on Alif and Swaad.

1. A Suwaul, dated the 11 Suffur, A. H. 1213, (26 July 1798) requeſting his Highness to sign and seal two bonds in the names of the aforesaid persons.

2. On eneatenamah under the seal and byze of his Highness, dated 27 Zehidge, A. H. 1211—23 June 1797, addressed to Gopaul Row and Wunkut Rummum Sitty, inhabitants of Walajanugger, encouraging them confidently to advance money to Anwer Ally Khân Behauder, renter of the diſtricts of Mahamedpore.

3. Account current of the Duſtgardon of Gopaul Row, dated 10 Suffer, A. H. 1213—25 July 1798, exhibiting a balance to him of 38,500 pagodas.

4. A Bond under the seal and byze of his Highness, dated 11 Suffer A. H. 1213—26 July 1798, in the name of Jewana Naig, for 7,265 pagodas.

5. A Bond dated 11 Suffer, A. H. 1213—26th July 1798, in the name of Gopaul Row, for 38,500 pagodas.

6. Memorandum.—Mr. Latour's receipt for the sum of 37,730 pags paid to him out of the money borrowed from Gopaul Row, &c.

A true Extract and Translation.

H. R.

D.

Maurice Fitzgerald, Esq. Physician to his Highness the Nabob of the Carnatic, having been apprized by the Right honourable Edward Lord Clive, Governor in Council of Fort St. George, of his Lordſhip's desires, communicate to the Nabob of the Carnatic the arrival of a dispatch from the moſt noble the Governor General in Council, involving considerations of great importance relative to the affairs of the Carnatic, and of the Government of Fort St. George; and the said Mr. Fitzgerald being farther informed, that it is the intention of Lord Clive to solicit the Nabob's appointment of an early period of time for the consideration of the object of that dispatch, unless the medical gentlemen attending his Highness's person ſhould be of opinion that such a communication would be attended with consequences injurious to the ſtate of his Highness's health; declares upon oath, that although, from the actual ſtate of his Highness's illness, he the said Mr. Fitzgerald cannot take upon himself to swear that the communication of Lord Clive's intentions above described, would produce effects immediately dangerous to the exiſtence of the Nabob, yet, as a professional man, he can have no doubt, and accordingly declares on oath his belief, that the knowledge of the arrival of dispatches from the Governor General, seriously affecting the intereſts of the Carnatic, would tend to aggravate and inflame the dangerous symptoms which now threaten his Highness's life.

(Signed) M. Fitzgerald.

Sworn before me at Fort St. George, this 22 day of June 1801.

(Signed) CLIVE.

Witnesses present,
(Signed) *A. Grant.*
M. Wilks.

E.

(Secret Department.)

To the Solicitor for the Honble. Company.

Sir,

Para. 1. I am directed by the honble the Governor in Council to acknowledge the receipt of your Letter of the 2nd instant, and to acquaint you, that it has been resolved to appoint a Committee for the prosecution of the enquiry relative to the alleged forgery of Nabob's bonds.

2. I am directed accordingly to transmit to you the accompanying Letter addressed to the Committee, and to desire that it may be communicated to the respective members.

I am, Sir,
Your moſt obedient Servant,
(Signed) G. Buchan,
Chief Secy to Govt.

Fort St George, 11 May 1808.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

F.

To A. Anſtruther, Esq.
Captn Thompson,
Mr. William Oliver, and
Mr. Robert Orme.

Gentlemen,

Para. 1. In consequence of information which has been conveyed to the honble the Governor in council regarding the forgery of certain Nabob's bonds, I am directed to acquaint you, that it has been judged expedient to appoint you for the further inveſtigation of the subject, in order that the fact may be diſtinctly eſtabliſhed, and that the persons concerned in such practices may be detected, and, if possible, brought to puniſhment.

2. The Advocate General being in possession of the particular circumſtances connected with this information, they will be communicated to you by Mr. Anſtruther; and the Governor in council desires, that you will report the result of your enquiry as soon as may be practicable.

3. Mr. Babington, the Malabar translator of Government, will attend the Committee, and afford his assiſtance in the inveſtigation of the subject referred to you.

I have the honor to be,
Gentlemen,
Your moſt obedient Servant,
(Signed) G. Buchan,
Chief Secy to Govt.

Fort St. George,
11th May, 1808.

G.

To the Honble Sir G. H. Barlow, Bart. and K. B. Governor, &c. &c. &c.
Fort St. George.

Honble Sir,

If I did not submit to your Excellency in writing the subject of my communication, agreeably to your Excellency's directions of the 16th Jany laſt, it was owing to the absence of one of the persons who empowered me to lay before your Excellency the concern I am going to ſtate. Two persons, by the names of Apparow and Naranrow, have requeſted of me to lay their papers before your Excellency, and they are ready to come forward, and positively to prove the whole of the forgery which has been carried on since the death of the late Nabobs, by the whole of the moonſheedies, in combination with their other moſt confidential servants, which are in number five. This they propose to do, on condition that your Excellency may be pleased to provide for them, after they have so subſtantiated the facts contained in their declaration enclosed herein; and besides which, I am in possession of the forgery of upwards of twenty-four lacs of pagodas. Respecting Nabob's bonds I am also obliged to remark, that three or four of the forgers ſhould be apprehended without loss of time, as I am credibly informed they mean to abscond; but this muſt be done of course with the greateſt secrecy, for ſhould it get the leaſt vent, the whole of them will go off. I also inclose to your Excellency six blank bonds bearing the false seal; and, as I have much more to communicate to your Excellency, which muſt be verbally, I therefore requeſt your Excellency will be pleased to give me an audience.

It is near two years since I was firſt informed of the above forgery; and as I thought doing the Honble East India Company and myself great service, since it would be to them a great saving, I therefore spared no expence in obtaining my information, as it is well known the natives will do nothing without it; but which I however considered of little care to the object in view.—I have to beg not to be referred to the Commissioners; as my reason for the same, I will confidently explain to your Excellency in person. It is no more than reasonable, that being a ſtranger to your Excellency, I ſhould make myself known; therefore I beg to ſtate further, that arriving in Madras in the year 1771 (where I practised physic) and being on my return home overland, I was taken by the late Hyder Ally Khan, and made a prisoner at Calicat, and from whence he conveyed me to his court at Seringapatam, where, finding that I was acquainted with the different European languages, he made me his private Secretary, as well as Physician General; and in the year 1780, when he commenced hoſtilities againſt the Carnatic, I may safely say that I was the saving of it, assiſted by the help of God; and which my Memoirs will moſt clearly prove, ſhould your Excellency be pleased to honour me with a perusal of them.

Offering my apology to your Excellency for the liberty of my address,

I have the honor be,
Honourable Sir,
Your Excellency's moſt obedient humble Servant,

Madras,
11th April 1808.

Chas Loyd,
M. D.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

H.

To Doctor CHARLES LLOYD.

Sir,

The confidence we have in you, makes us to send the present Declaration, which we all five requeſt you will present to the hon^ble the Governor; that we five hereundermentioned names are ready to come forward to prove the whole of the moonſheedies' forgeries, which they have carried on ſince the death of his Highneſs the Nabob of the Carnatic; and we hope, that after we have proved the whole of the forgery, the hon^ble the Governor will provide for us.

A true tranſlation from the Gentoo writing.

(Signed) Beema Row,
Aroonachella Row,
Vencata Row,
Boogunga Row,
Heeſenta Row.

10th April, 1808

I. EXTRACTS from the Minutes of the Proceedings of the Committee appointed by Government.

ARNACHELLUM ROW, examined on the 17th May 1808.

Has no employment at preſent. Has been without employ ſince the Omdut's death. Sometimes Reddy Row has given him money, and ſometimes he has pledged his property. Never received any money from Lloyd. He became acquainted with Mr. Lloyd by his Dubaſh Rajoon, and who aſked him if he knew any thing relative to forged bonds; to which he anſwered, he knew a little. He was then aſked what he did know relative to forgeries. He anſwers, that he was a dependant on Reddy Row, and in the habit of being about him, by which he became acquainted with theſe things. On being aſked whether there was any particular bond that he knew to be forged, he anſwered, that he knew a ſervant of Reddy Row's, called Anunda Row, who was employed behind a curtain in Reddy Row's houſe, writing theſe bonds. The witneſs has a liſt of thoſe bonds at his houſe, which he can produce when required. Witneſs has a liſt of a certain number of forged bonds at his houſe. He ſtates, that he became acquainted with thoſe forged bonds, of which he has a liſt, by what he ſaw. And on being aſked, whether he was allowed to ſee what was going on, he anſwered, that Reddy Row told him he had forged bonds; and he alſo told him, that he had given his own bonds to ſeveral ſoucars, for money borrowed for the Nabob. The witneſs names Viſvananda Tawker, Venaiga Moodiliar, Moorty Doſs and Ramachundra. But as perſons in whoſe names bonds were made out, that Reddy Row, with the aſſiſtance of Anunda Row, made out bonds in their names, and the witneſs was employed by Reddy Row to exchange the bonds in the Nabob's name, for thoſe given to the ſoucars by Reddy Row. He took trouble for two years in effecting the exchange. He ſtates, that it was about three years ſince this exchange was effected. That the perſons with whom he negociated, were Viſvananda Tawker ve with Sadaſheva Viaſſer; for the family of Reddy Row went to Sadaſheva Viaſſar, and in the preſence of the witneſs exchanged the forged bond for one of his own. The forged bond was for pagodas 21,400; Jewan Row and Caſha Row, two ghomaſtahs of the houſe, were all preſent when the exchange took place. The witneſs is again aſked as to the time when this happened, and he anſwers, that he has kept no memorandum, but that is three or four years ago. He was two years in negociating about the exchange of that bond. Theſe bonds were written by Anunda Row, who is gone to Arnee. He does not know who put the byze and ſeal to thoſe bonds; that the bond in the name of Moorty Doſs and Cota Vellapa Doſs was for pagodas 6,000. The witneſs effected the exchange of that bond. The two obligees and Damoodara Doſs, were taken to Reddy Row's houſe by the witneſs, and there the exchange took place. Theſe two were the only bonds in which he was employed to effect the exchange. The witneſs then ſtates, that Reddy Row came from behind the curtain and addreſſed himſelf to the witneſs, and ſaid, as he had borrowed money for the Nabob, and was near ſinking from the weight of them, that he had hit upon this mode of relieving himſelf. That Reddy Row declared to the witneſs that he had made thoſe bonds. On the witneſs being aſked, whether the above were the only two forged bonds, with which he was acquainted; he anſwers, that there are two bonds with which the witneſs had much trouble in getting exchanged. That Reddy Row made other bonds, which were taken to other perſons. The witneſs declares that he never had one given him for ſale, but that Reddy Row has ordered him to carry them to different perſons. The witneſs lived near Reddy Row: had no fixed ſalary; now and then got rupees from him, and at feaſt times. The witneſs is then aſked, to whom he ever carried any of thoſe bonds he has juſt referred to; he anſwers, that the two bonds of which he firſt ſpoke were Eneatenamahs, viz^t. thoſe to Tawker, and Moorty Doſs and Cota Vellapah Doſs. The witneſs cannot deſcribe the difference between a bond and an eneatenamah. The witneſs cannot read the Perſian language: Reddy Row deſired him to explain to Tawker's people, that his own bond was of no uſe, but that from the eneatenamah they might get ſomething. The witneſs declares he knew, and Tawker s people knew, that the money advanced by Tawker was for the Nabob; but the witneſs ſays that Tawkers people did not know that the eneatenamahs were forged.

The witneſs explains as to the debt of pag^s 21,400, that it was money borrowed by Reddy Row for the purpoſe of making good deficiencies in the collections of the renters of Tinnevelley,

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

Tinnevelly, who had been recommended by Reddy Row, and for whom Reddy Row had become answerable. The renters were Gopaul Reſtra, Vincata Row, Narraina Pillay, Trevincada Pillay. That the bond for pagodas 6,000 was given by Reddy Row for the like purpose, and on the like occasion of his being obliged to make good the deficiencies of the renters before named. That one of the other bonds before referred to, he carried to Jewan Row, ghomaſtah at Tawker's house; it was an eneatinamah in appearance. That he does not recollect to whom he carried any of the other bonds; he carried no message with any of them. That he does not know who fixed the byz and seal to any of the forged eneatinamahs which were made by Reddy Row's order. The witness promises to bring the liſt to-morrow. Was at Mr. Loyd's house about 15 or 20 days ago; it is about two months since he first went to Loyd's. The witness is then asked why he wrote the liſts he has mentioned? He answers, that they were written at different times, and on different pieces of paper: that he had no particular reason for making the liſts; they were made for the purpose of aſſiſting his recollection.

He ſtates, that he does not recollect any thing of any of the other bonds except the three of which he has spoken. That when he made the memorandums, he did not intend to come forward as a witness, and had no reason for making them. That, on being asked whether it has been his practice to make memorandums in writing of such like occurrences; he answers, that sometimes he has written such, and sometimes not.

That he has not visited Reddy Row this year paſt, not having been sent for. There has been no quarrel between them; supposes Reddy Row is not able to keep the witness. The witness now lives by borrowing, &c.; has no kind of employment. That he is not now in the habit of attending any other person as he used to attend Reddy Row, but goes amongſt his friends.

BEIMA ROW—Was ten years with Reddy Row as ghomaſtah in whatever business he wiſhed him to perform. Left the service of Reddy Row five or six months ago. Witness was not discharged. He has been sent for twice, but would not go. He left his service because the witness was not sufficiently provided for, and they did not agree very well; Reddy Row now gives him money; about two months ago he received 7½ pagodas; his regular pay from Reddy Row was 7 pagodas, but for the two laſt months he has not asked for it, nor received it. Witness has not spoken to him for five mouths; witness was paid by a soucar named Balamoocunda Doss.

The witness states, that he first went to Mr. Loyd's house, about two months and a half ago, and has been there several times since, and told him what he knew. Mr. Loyd has given him no money, but promised to recommend him to Government.

The witness is requested to state what he knows relative to forged bonds.

The witness cannot at present explain all that he knows, because his doing so would throw all into confusion; and would prevent those who have forged bonds from bringing them forward. Let them claim them before the Commissioners, and then the witness will point them out. If he brings forward what he knows, he will have all Madras his enemies, and now he has not one enemy in Madras.

There is a forged bond in the name of Venaiga; the sum he does not recollect. He has a liſt at home. That forged bond was written by Anunda Row.

The witness is there asked who put the beyz and seal on that bond; to which he answers, that bonds in blank are to be bought all over Madras. He has seen Anunda Row write out the bonds and affix the beyz; when the seal is wanted, you send the paper and money either to the boody begums, gussaly begum, or to another house. The Nabobs had several seals, and they are now at different places.

On the witness being asked, how he happened to be present when Anunda Row wrote the false bonds; he states, that he was a companion in the business, but can neither read nor write Persian. Anunda Row is a servant of Reddy Row's. Reddy Row knew of what was going on, but was not present. The witness was employed in carrying a forged bond to Verdarajah, who was to go with him to Venaigah; Verdarajah did not know it was a forgery. Witness was employed to effect the exchange with Venaigah, and, after five or six months, he effected the exchange. He has written no memorandum, why ſhould he? Anunda Row told the witness the contents of the bond. But Reddy Row, with his own tongue, gave him inſtructions to effect the exchange with Venaiga; when all this business was settled, they were all at Mr. Batley's house, when Verdarajah, Venaiga, Reddy Row and the witness, were present. The bond was for about 15 or 16,000 pagodas.

The witness is then aſked, whether he knows of any other forged bonds; to which he answers yes; but that this is not the time. His apprehension is, that the bonds he knows of will be destroyed. He wiſhes that the claims ſhould be made, and he will then point them out to the Commissioners.

The witness being unwilling to mention any other bond, is desired to point out such other bonds as may be forged, without naming the parties, and how and by whom they were forged. To which he answers, that he cannot give any particulars respecting any other bonds. He says there are crores of forged bonds, many of them will never be brought forward. The witness was acquainted with five or ſix. He was present and saw them made, but had no other concern with them. He never sold a bond for Reddy Row, nor ever received any thing on account of these sort of bonds. The witness is then called upon to ſtate what other evidence he has to prove that the bond given to Senaigum was forged, in case Anunda Row ſhould deny the hand-writing to be his. He answers, that he can make Anunda Row admit it; and he has besides, other evidence to bring forward. He is then desired to mention another forged bond which he can bring forward, but refuses to do so, for the reasons he has before ſtated.

Dr	MOUBARN JUNG ASSUNCAWN.		K.
1797.			
June 9.	To cash paid to Condle Row of the 8th instant - -		21,148 0 0
13.	To cash paid to Condle Row - - - - -		21,797 0 0
15.	To cash paid to Condle Row - - - -	28,130 0 0	
	and - -	85,323 15 64	
			113,453 15 64
16.	To interest acco[t] for int[t] and com[n] on P[s] 20,000 deposited on his account into the treasury of the British Bank on the 2[d] June 97, from which date to the 15th Pag[s] - - - - - - -	170 20 0	
	Profit and loss for diff[ce] of exch[e] on 11,000 dollars, between 157/ & 16 2/3 per 10 Pag[s] - - - - - - -	213 0 0	
			383 20 0
	To cash paid for so much loss by the Dubash, on his acco[t] of the 15th instant - - - - -		100 0 0
		Star Pagodas	156,883 35 64
June 17.	To his old acco[t] for bal[ce] due by him at the 15th June 97, as above brought down - - - -		69,122 40 4
July 31.	To Tho[s] Parry, for amo[t] ordered us to be paid to him transfer - - - - - - - - - -		5,000 0 0
August 19.	To Tho[s] Parry for his share on sums rec[d] on account of a teep tranfer - - - - - - - -		2,425 0 0
		Star Pagodas	76,547 40 4

Produced by Mr. John Deuftead 106.

NEW ACCOUNT - - - - - - Per Contra - - Cr

1797.			
June 9.	By cash received of the 8th instant - - - - -		762 19 60
10.	By cash received - - - - - - - - -		1,000 0 0
	By Chase, Sewell & Chase, for amot of their per note of the 5th, payble to the bearer on the 14th inst. - -		26,000 0 0
12.	By Chase, Sewell & Chase, for do do do on the 15th instant - - - - - - - - - - -		22,000 0 0
	By cash received of the 11th instant - - - - -		1,149 38 0
14.	By Chase, Sewell & Chase, for amount of their per note, dated the 11th, payable to the bearer on the 15th June		13,688 0 0
	By cash received - - - - - - - - -		880 22 0
15.	By cash received, amot of Paupiah Braminy's order on Chase, Sewell & Chase - - - - - - - 5,980		
	Recd fm Paupiah Braminy himself - - - - - 15,000		
	And received from V. Conolly - - - - - - 13,000		
			22,280 — —
17.	By his new acctfor balce. true of at the 15th June 97 -		69,122 40 4
	Star Pagodas		156,883 35 64
July 22.	By cash received on the 21st instant - - - - - 900		
	and of this date - - - - - 5,200		
			6,100 0 0
26.	By cash received on our receipt of th e21st instant - -		3,300 0 0
28.	By cash received - - - - - - - -		7,400 0 0
31.	By cash received - - - - - - - -		2,000 0 0
August 3.	By cash received - - - - - - - -		1,650 0 0
4.	By cash do - - - - - - - - -		1,000 0 0
5.	By cash do on the 4th instant - - - - -		500 0 0
6.	By cash received - - - - - - - -		1,500 0 0
11.	By cash received - - - - - - - -		1,840 0 0
15.	By cash received - - - - - - 385		
	and - - - - - - - 615		
			1,000 0 0
16.	By cash received - - - - - - - -		500 0 0
18.	By cash received - - - - - - - -		400 0 0
19.	By Thos Parry, for amt as paid to him on acct of his share on a teep, per Paupiah Braminy's receipt of the 17th inst. and as per contra wrote back - - - -		2,425 0 0
22.	By cash received - - - - - - - -		1,915 0 0
23.	By cash received - - - - - - - -		500 0 0
26.	By cash do - - - - - - - - -		5,000 0 0
27.	By cash do - - - - - - - - -		500 0 0
September 5.	By cash do - - - - - - - - -		199 0 0
			17,279 — —
November 13.	By His Highness's the Nabob a/ Ct from balance of the principal due on that advance of the 15th June 97, transferred - - - - - - - - -		38,818 40 4
	Star Pagodas		76,547 40 4

Fort St. George, 13 Nov. 1797.

A true extract from our Ledger.

(Signed) FRAS. LAUTOUR & Co.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

L.

[Produced by Mr. John Deuſtead - - 106]

EXTRACT of a Letter from Messrs. Francis Lautour & Co. to his Highness the Nabob of the Carnatic, &c. &c. &c. &c. &c. dated Fort St. George, July 1798.

Your Highness may take no notice (though perfectly informed) that we have, on the beginning of the year, paid 73,000 pag^{s} for the Trepathy rent; and that, by little and little, in the course of the whole year, we have only received not about 63,000 pagodas; consequently we lose by that bargain 10,000 pagodas, exclusive of intereſt. Your Highness may have forgotten the essential service we have rendered you, from the month of May 1796 to the month of June 1798, *particularly on the 19th June* 97; on which day your Highness, sensible of it, and then actuated by a sense of gratitude (which very likely is extinguished now) desired Mr. Conolly to tell us "that you did feel it incumbent on you to "send us 10,000 pagodas as a remuneration, which we declined, saying, that we were "amply gratified in the reflection that we had so essentially served your Highness, and "wanted nothing but to be repaid regularly; and which has never been the case."

A true Extract from our Letter-book.

FRA^{s} LATOUR & Co.

M.

TRANSLATION of a Canarnamah, given by Roya Reddy Row, Dewanee Parſhkar, to Woorlee Doss, Bugwanee Doss, and Wullup Doss, Thwarkadoss Soucars; dated 5th Arwaney Doormatee Sumacher, 1211 Fusily.

[Produced by Mr. John Deuſtead 106]

I have in Roudry sumacha Vyausey 28th (or 8th June 1801) received 6,000 s^{r} pagodas from you as a loan, which is paid to the circar of Nabob Omdut ul Omrah, on account of the Hon^{ble} Company's kist for the said sum; the Nabob's bond on your name was written, and was in my possession. I have delivered the said bond to you this day, and I make a further agreement, that when the Nabob's creditors ſhall receive bonds from the Company, you ſhall also be furnished, according to others, by my aid, at any time; if the Company may reſtore the country to the Nabob, the amount of the above said bond I will cause to be paid from the circar to you.

The copy of the original carrarnamah is written by the hand of Arnachel Row.

N.

[Admitted by Arnachella Row 61 Proved to be a copy - - - - 88]

TRANSLATION of a Mahratta Letter from Royah Anunda Row to Roya Reddy Row, forwarded from Arcot; dated 5th Audey 1207 Fusley.

"To Reddy Row long life: Ananda Row sends his blessing—To the 5th of Andey, I am very well, and write me about your welfare."

"Colonel Barret has repeatedly written to Anvar Ally Khan and to me, ſtating, "that "through the means of Dr. Conolly, the sum of fifty-five thousand pagodas was borrowed "from Mr. Latour, with which the Company's kist was paid: before the time approaches "this money muſt be paid off without delay, therefore forward the caſh collected in the "talooks, and otherwise obtain the loan and remit the caſh;" therefore Anver Ally Khan told me several times, now the season (for collecting money) is over, and it is impossible to forward the remittance in demand, but whatever sums can be collected here (at Arcot) he would send. It is requisite that a loan of thirty-five thousand pagodas ſhould be procured, and paid off there, (at Madras); "the principal and intereſt of this money I will discharge," says he, "in the months of Pretassy and Alpissey:" this is what he said. This matter is of great importance, therefore have I written.

The sircar agreement, empowering them to lend money for the sircar, which is obtained in the names of Benkoordar Gopaul Row and Vencatrumum Chitty, I have brought along with me. Therefore the sum of four thousand pagodas, which Benkoordar Gopaul Row placed with you on intereſt, this sum, and out of my money which is under your care, the sum of thirty-one thousand pagodas, both sums making up thirty-five thousand pagodas, you are either all at once or by part pay this sum before the doctor's time draws near.

After the money is paid, write to me, and I will cause the amount to be registered in Gopaul Row's name in the accounts here (at Arcot); in the month of the Pretassy, the principal and intereſt of the above sum ſhall be collected and remitted to you. (The following is a confirmation written by Ananda Row himself:) What is written above is to be carried into effect.

O.

TRANSLATION of an Assignment from the Marhatta language, given by Gopaul Row, to Roya Reddy Row; dated 2d Chittery in the year Doondavie, answering to 12th April 1803.

Whereas I the said Gopaul Row do hereby make over to you a bond of (38,500) ſtar pagodas, bearing the date of the 11th Saffar Hegery 1,213 (being the amount that was lent by me to his Highness the Nabob ul Omrah Circar, through the means of Annaverly Kawn, amuldar of Arcot) in consequence of the amount of the said bond not being discharged to me. I received this of you the principal and intereſt of the said bond in ready caſh, and thereby empowered you to recover yourself the amount of the said bond and its intereſt for your own use from his Highness, and I have nothing to do with it. Thus with my free will and consent given to you this assignment of, made over also a writing with the seal and signature by his Highness; witnesses, Duttanjee Row and Rungee Row, and by their knowledge drawn by Anunda Row.

(Witnesses signed) *Duttanjee Row.*
Runga Row.

(Signed) GOPAUL ROW.

Dr.	His Highness the Nabob of Arcot, &c. &c. &c.		P.	Cr.	in Account Current with Francis Lautour and Co.	
1797: December 31.	To balance due on Assim Cawn's bond, including a difference on rupees	36,556 33 33		1797: August 29.	By amount of Tripitty rent for a year	76,000 0 0
	To balance due on mortgage of gold Pimjahs	17,385 26 28			By intereft thereon up to the 31ft December 97	3,090 30 0
	To - Do - - on - Do - of Chepauk Houfe	50,136 16 48		October 25.	By cafh on account of Trichinopoly 40,000	
	To - Do - - on the advance made on the 14 and 15 June, 97, for the Kift	44,909 23 2			By intereft thereon up to the 31ft December 97 880	
	To - Do - due on the advance of the 14 June to Caudernavercoun	2,626 31 16				40,880 0 0
	To a Tunka to Doctor Conolly, paid	11,712 3 33				1,19,970 30 0
	To Nazar for Tripetty, paid on the 29th Auguft 3,000 And intereft thereon 122	3,122 0 0		Dec. 31.	By balance due at this date (31ft December 97) on his Highness's mortgage bond on Chepauk Houfe	59,861 0 0
	To cafh paid by his Highness's order to Mr. Randall	2,216 0 0				
	To - Do - for repairing Ameer Beeg's houfe, paid 1ft Auguft 97 1,300 Intereft thereon up to this date 65	1,365 0 0				
	To cafh paid to Mr. Chalmer per bill of Chepauk Houfe, 14th February 97 100 Intereft thereon 10 22	110 22 0				
	To intereft on fundry fums of money advanced at different periods, including Commiffions on money borrowed for his Highness, as agreed up to this date	9,700 0 0				
	Star Pagodas	179,831 30 0			Star Pagodas	1,79,831 30 0

Certified, clofed and fettled this account by his Highness's bond, for the balance abovementioned.

N.B. The advance of Pag[s] 7,000, made of the 14th October 97, in gold and filver, is not included in this account, and consequently is remaining due, with intereft.

Fort St. George, 31ft December 1797.
F[s] LAUTOUR and C[o].

No. 7.
APPENDIX referred to, in the foregoing TRIAL.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

O.

TRANSLATION of the laſt Will (written in Marratta) of Royah Ananda Row, delivered to his Brother, Reddy Row; dated Rowdree Sumacher Ausveeza Shooda 10.

TO Reddy Row long life, Ananda Row sends his bleſſing. I appoint you as my heir as mentioned in my father's letter, with which you are acquainted. The boil on my head is not likely to be cured. At my latter end, as I may not be able, I have therefore now written this. You are endowed with good sense; you will respect the characters of my two wives. In my friend's possession are 2,000 ſtar pagodas, 4,000 Venetians, and 164 Bombay gold mohurs, which were placed in his charge, and which is known to Chuckerpany; out of these sums you will give unto my elder wife 1,000 pagodas. To my younger wife, 1,000 pagodas. The 400 Venetians are to be divided among your two wives and mine. The sum of forty thousand (40,000) pagodas is under your care; I have advanced 4,000 pagodas for Velliam Nellore; out of this money you will give unto Lechoombauce 500 pagodas; unto Janjeebauce 500 pagodas. The remaining sum is 300 pagodas, out of which 1,000 pagodas is to be paid for the expences, &c. of my funeral; the balance of 2,000 pagodas, and the abovementioned sum (forty thousand) I bequeath unto you. The Bombay gold mohurs amounts to something less than 700 pagodas. This sum during one year is appropriated in giving a daily plate to Bramins, and in ſhort you will expend this 700 pagodas for charitable ceremonies for my sake during one year. The books of poems which I have made, I recommend that you will continually read. Both of my wives, I am confident you will not let them be unprovided for, agreeable to their situations, and I desire you will pay them every respectful attention; they will be attached to each other in friendſhip, and I hope you will encourage them so to be. The Malayal charity you will see as being regularly performed. For the choultry of Thoethagerry a donation to be allowed of two fanams per day. Poorneck Alnah Aſharree is a good man, and you are to ſtudy with him, and pay him 24 pagodas per annum; such persons for whom I had great regard and eſteem, I am confident you will do the same; Neel Cuntay Row son has none in the world, provide him with a situation and help him; Mittay Ananda Row and Nursing Row are to be eſteemed more than you regard me. Sevajee Row is an old man, and has a great family; don't be regardless, but be friendly to him. If I have done any wrong, I beg you will pardon me; you are the greateſt among my relations, and a man of great fortune; Burkoodar Nahdoo and my relations marriages, &c. you will regulate. Lechoom Bawe and Jamajee are endowed with good sense and art, and will certainly obtain a virtuous reputation. If both of them be attached to each other, they will be praised for their exalted characters. Should my youngeſt wife be sent to the Gunga (river) to bathe, it will be a blessing. All the jewels which I gave to both of my wives are bequeathed unto them, and let each of them retain what they have, to be as their own. My gold curthodah (waiſtband) and silver attensils out of assets, of which 100 pagodas is to be given to Kuobye. The sixty thousand pagodas which is in my cheſt, is also bequeathed unto you, and shall be as your own. For my sake, 4 salgrams and caws, &c. are to be given to Bramin. Whatever is proper I am confident that you will perform. I need not write any thing further. Many blessings be unto you.

(Witnesses) *Duttajee Row.*
Goreatum Rungam Row.

R.

N° 75.—From Auvadanum Ramasamy to Appo Row Paiſhkar, (for Manargoody) dated 12th December 1798, or 1ſt Maurgly 1208 Fusily.

[Proved by Vencata Row - - - 106]

I have sent the sunnud to deliver up the talook by the hand of Hurcarah Ramah, and you are therefore to receive the talook; all the money collected muſt be sealed and kept ready. The puddy that is ready, and what is to be reaped on account of the same, you muſt send. The late Aumil, Paiſhkar, Persian and Malabar writers, are to be confined in the Cutcherry, and are not to be allowed to take the victuals. Seriſhtabar Dada Row you are to confine more ſtrictly, and not to regard his rank, and take his accounts from him, which are to be sealed and taken care of. The Riots muſt be encouraged and indulged to make the cultivation properly, as there has been good rain. The Natuwars are alſo to be well treated and encouraged, and with whom it is expedient to carry on the business; with such of them you are to do so, and send the money that is collected. All the accounts there muſt have Engliſh dates.

(Signed) Avadanum Ramasamy.

D°.

N° 76.—From A. Rama Samy to Appoo Row, Paiſhcar of Manargoody, dated 13 December 1798, or 2d Maurgly 1208 Fusily.

WHAT you laſt wrote " that Chinniah Moodelly told his late Aumil Vencatachelliah not " to deliver up the collected money to us, and that the said late Aumil intimated that " Chineriah Moodelly told him so, that if this obſtacle has not prevented him Vencatache- " liah, that he would pay me 600 pagodas, and if it had not been for that, the above money " would not be sent to you;" this is what you wrote to me; now the talook is under my controul, and you are therefore not to be unmindful, but get the money and forward it.

Signed and sealed by A. Rama Samy.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

No. 77.—From the same to the same, dated 17 December 1798, or 6th Maurgly 1208 Fusily.

If the servants of the Company conveying bullocks loaded with articles, and having passports from the circar, ſhould pass, your cuſtomers are not to interfere, but let them pass. From Mawyverram a colonel will pass; you are to furniſh butter, milk, and firewood, &c. for him; and such others who ſhall pass without passports, and proving to carry the Company's goods, you are to let them go unmoleſted. Signed and sealed by A. Rama Samy.

No. 78.—From the same to the same, dated 18th December 1798, or 7th Maurgly 1208 Fusily. D°.

Vittel Row is appointed paiſhkar for Manargoody, and sent there. All the management and business muſt be delivered to his charge. You are to bring the accounts of Wussool, and come here. Signed and sealed by A. Rama Samy.

No. 79.—From A. Rama Samy to Vittel Row, paiſhkar of Manargoody, dated 24th December 1798, or 13th Maurgly 1208 Fusily. D°.

Hircarah Rama is sent for the mawsool money; 5,000 pagodas muſt be collected and sent soon; if it be delayed, the Hircarah will abruptly haſten it; therefore send the money as soon as it is collected. Signed and sealed by A. Rama Samy.

No. 80.—From Ditto to Vittel Row, dated 30th December 1798, or 19th Maurgly 1808 Fusily. [Proved by Vitla Row - - 108]

Teel Naig Pillaha Root, who is in confinement, you are to send under the escort of a Sepoy. (Signed) A. Rama Samy.

No. 81.—From the same to the same, dated Dec^{r} 1798, or 20th Maurgly 1208 Fusily. D°.

Your letter is received, and its contents underſtood—the caſh you sent on the 15th Maurgly, being 200 pagodas, on the 16th 200 pag^{s}, and on the 19th 60 pag^{s}, making up the 460 pag^{s}, is received; the remaining sum, which is 4,000 and odd pag^{s}, you muſt send without delay. Signed and sealed by A. Rama Samy.

No. 82.—From the same to the same, dated 31 December 1798, and 20 Maurgly 1208 Fusily. D°.

Should the Natawars hold themselves as answerable for the late paiſhkar and Malabar seriſhtadar, you may deliver them to their charge. (Signed) Rama Samy.

No. 83.—From the same to the same, dated 26th Maurgly 1208 Fusily, or 6th January 1799. D°.

Abdul Cawder, durvais of the Town Musged of Manargoody, is said to be formerly allowed ½ cucha seer of lamp oil per day for the Musjed; if it is true, you may furniſh him with it as hereafter. (Signed and sealed) A. Rama Samy.

No. 66.—From Rama Samy to Vittel Row, Aumil of Manargoody, dated 6th Tye 1208 Fusily, or 15th January 1799.

From the talook of Manargoody you sent 500 pag^{s}, which is received: the remaining sum muſt be sent as soon as possible. (Signed and sealed) A. Rama Samy.

No. 67.—From Avadanum Paupiah to Vencut Row, Aumil of Manargoody, dated 11 Jan^{y} 1799.

(Written by Visuas Vencat Rama.)

The letters you sent by the poſt and by the peon are received, and its contents underſtood; for the talook of Manargoody I have made your comptroller and head manager. My brother Rama Samy will not interfere with you in any matter; that the money collected you will deliver to Mr. Chinnery, and will send me his receipt in this manner. I have written to my brother, and he will not interfere with you. According to what you wrote, that the money collected will be delivered to Mr. Chinnery, and will send me his receipt, is to be done. The Riots and Natuwars wrote to me, and I have sent an answer, promising to allow them what is due according to the Maumool. The Nonora Paddy cultivation is to be increased; great care muſt be taken in collecting the money. The Veerunum tank muſt be plentifully supplied with water from the Colleroon river, and cause the extension of the plantation. In the talook of Bowangherry I hear your brother has done some mischief; if true, I will be much displeased; therefore call away your relations and family to join you now. It is the days of the harveſt; you are to take care that no robberies take place.

(Signed) A. Paupiah.

No. 68.—From A. Paupiah to Vencat Row, Aumil, dated 3 May 1799, (written by Paupiah himself).

Your letter of the 13th and 17th have been received and understood by them to find you are coming here, and come as soon as possible. (Signed) A. Paupiah.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

No. 69.—To Vencata Row, Aumil, dated 11th May 1790, (written by Visvas Vencatrama.)

Your letter written from my Capoor, and accompanied by one from a Natuwar of Manargoody named Shookalingapillah to you, are received, and to understand this affair, Bowanny Sunker will be written to, and as soon as an answer is received I will write to you on the subject.

(Signed) A. Paupiah.

No. 70.—To Vencata Row, dated 12th May 1799, written by Visvas Vencat Rama.

When you took leave and was departing, you said that five days after your arrival there, and after sending 5,000 pagodas to Cuddaloor, you will send me a receipt for it. "Now you are not to send the above money there, but to send it to me under the charge of guards; as this sum is to be paid to Mr. Chase, take care in sending it. Before this letter reaches you, I am hoping you have sent the money; you must not behave as you did before, but keep your word true and genuine, and send the money; all this I have told you already, and you must act accordingly. On the 4th of this month the British flag has mounted the Fort of Seringapatam; intelligence is arrived, salutes fired, and sugar distributed here; Tippoo has fallen a victim in a lane, his two sons and many chief serdars were taken prisoners, and there will never be any fear of an enemy. The Riots must be encouraged so as to encrease the cultivation in future. (Signed) A. Paupiah.

No. 71.—To Vencat Row, Aumil, dated 29th June 1799, (written by Visvas Vencatarama).

[Proved by Vencata Row - - - 106]

The money with you that is collected, you are to deliver to Cooverapu Maig, at Cuddalore, and obtain a bill of exchange in favour of Appoo Moodeliar. About this I wrote to you before now. If the bill of exchange in favour of Appoo Modeliar arrives, he said he would pay the amount; therefore you are to deliver the money to Coverapa Naig, and send the bill of exchange here, at one day's sight. According to this he desired me to write to you; therefore I have written, and you are to execute this affair.

(Signed) A. Paupiah.

No. 72.—To Vencat Row, Aumil, dated 14th July 1799, (written by Visvas Vencatrama.)

Your letter of the 25th Auney is received, and understood that the Nawaro Paddy Mansool you have collected, is 2,000 pagodas, which you wrote; your brother had agreed to pay 4,000 pagodas, and with a balance altogether making up 5,000 pagodas, he said he would be paid in the month of Audy, and he departed; by this time he might have arrived there. I am waiting in hopes that you have sent the money by this time, by the 15th Audy. According to your brother's agreement, send the money, and make an exalted character. You wrote that the river received a plentiful supply of water, therefore cause the cultivation to be extended. The remainining particulars will be retailed to you by your brother.

(Signed) A. Paupiah.

D°. No. 73.—To Vencat Row, Aumil, dated 11th August 1799, (written by Viswas Vencatarama.)

Your brother said that he would send the receipt for 5,000 pagodas; it is not come to hand, even to the end of Audy; besides the receipts received here, 500 pagodas more, sent to Cuddalore, was known, as written by Mr. Chinnery. You wrote before, that you would forward 1,000 pagodas on the 20th, and the balance on the 30th; and would finally discharge the amount by the 30th; which is not done. On the 15th of this Malabar month I will set out from hence and come there, as you said; if you collect and send the 5,000 pagodas, it will be expedient and advantageous to you; and if you will take the pains in collecting the amount, and send the receipt, I will always be ready to assist you. The cultivation must be done well. (Signed) A. Paupiah.

No. 74.—To Vencat Row, Aumil, dated 15th September 1799, (written by Visvas Vencatarama.)

[Proved by Vencata Row - - - 106]

Your letters of the 22nd and 24th of Auvany I have received, and understand according to your agreement the money is not received, and is now the latter end of Auvany. You write only empty letters; out of 4,000 pagodas of nowra paddy, and the remainder 1,000 pagodas, being altogether 5,000 pagodas, you have only paid 2,000 pagodas, and for the balance you appear as in a nap. Your brother said he would pay the 500 pagodas in the month of Audy, and he has totally forgot it after his arrival there, the balance out of 5,000 to 3,000 pagodas, which must be speedily collected and a receipt got ready till my arrival. For the Prelasy payment, adopt proper means to liquidate it; and if you delay it, I will be much displeased, and other particulars will be known personally.

(Signed) A. Paupiah.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

DEPOSITION of ARNACHELLA ROW, on Oath; taken July 15th 1809.

What is your present mode of life?—I live by borrowing, and have no employment.

How long have you been so?—About three months.

Do you know a man of the name of Anunda Row?—I know a man of that name, who was employed by Colonel Barrett.

How long have you known him?—I became acquainted with him about 12 years ago at Chillumbrum; I again saw him at Madras, shortly before the death of Omdut ul Omrah, about the year 1801, from which period I believe he has generally continued at Madras.

Where was he in the intermediate period, between your first seeing him at Chillumbrum, and your seeing him at Madras, about 1800?—I cannot speak positively, but I heard that he was employed at Manargoody.

Did you hear also by whom he was employed?—I heard that he was in the service of Avaudanum Paupiah.

Where was he before in the service of Paupiah?—I heard he was at Chillumbrum.

How far is Chillumbrum from Madras?—About 120 miles.

When did Anunda Row enter the service of Colonel Barrett?—About two months after Colonel Barrett got his jugheer.

Can you either read or write Persian?—No, I cannot.

In what service have you been employed at Madras?—For 10 or 11 months in the year 1800 and 1801 I was in the service of the Nabob; when he died, I entered Reddy Row's service, and remained with him till about a year ago.

What was the nature of your employment?—It was quite of a general nature; I was employed to transact business with soucars, occasionally to write Malabar and Hindoo papers, and to do any thing else I was ordered.

What was your pay?—While I was with the Nabob I had 50 rupees a month, and with Reddy Row at first I received 4, and afterwards 7/2 pags a month.

Why did you leave Reddy Row's service?—We did not agree.

Did you ever hear of a bond in the name of Gopaul Row?—I have.

State what you know regarding it?—About five years I was at Reddy Row's house; one morning Bheen Row, Anunda Row and Reddy Row, were in the same room at the time; I saw Anund Row write a bond on a paper to which a seal had been previously affixed. Reddy took the paper out of a box, and desired Anund Row to make out on it a bond, in the name of Gopaul Row, for 38,500 star pagodas; Anund Row wrote the body of the bond with one pen, and put the byze to it with another.

When Anund Row wrote the byze, had he any paper before him from which he appeared to copy it?—No; he wrote it freely, without apparently either studying or copying it from any other paper.

After the bond was written, did you examine it punctually?—No, I did not; we were all four sitting near to each other, and I saw the bond only in Anund Row's hand.

If you were to see that bond again, should you know it?—I cannot read; how, therefore, should I be able to recognize it?

When you saw Anund Row write the bond as you have described, were you in the service of Reddy Row?—I was.

When the bond was finished, what became of it?—Anund Row gave it to Reddy Row, who put it in his inkstand.

What was the reason of your being in the room when the bond was written?—I was accustomed to attend Reddy Row on all occasions, and I went to him that day as usual.

Did Reddy Row say any thing to you at the time?—No, he did not.

Did he not even enjoin you to conceal what you have seen?—No; could he suppose I was such a child as to reveal a transaction of that nature?

Then you knew at the time that the transaction was an improper one?—Certainly, I did.

When did you first reveal your knowledge of this transaction?—To the Committee which lately sat by order of Government.

Do you know a person named Lloyd?—I do.

Was Anund Row in the habit of attending at Reddy Row's in the same way that you were?—Yes, he, Bheem Row and I, were all in Reddy Row's service, and were all equally in the habit of attending him constantly.

Did you not mention the transaction you have now revealed, to Mr. Loyd, before you were called before the Committee?—Not this transaction particularly; I merely told him in general, that many bonds had been forged.

When you saw Anund Row write the bond in question, did you see him write any other paper?—No, he did not write any other paper at the time.

At what time of the day was the bond written?—About 9 o'clock in the forenoon.

Did Anund Row enter the Nabob's service before you, or after?—About a month or two after me Anund Row entered the service of Col. Barrett.

(Signed) Arnachella Row.

Signed before us, this 15th July 1808.

(Signed) S. T. Goad. Henry Russell.

A true copy.

(Signed) S. T. Goad. Henry Russell.

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

Further Deposition of ARNACHELLA ROW, taken on oath this 16th day of July 1808.

Do you recollect in what part of the blank paper the seal was placed, on which Anunda Row wrote the bond in the name of Gopaul Row?—The seal was a little below the centre of the paper.

Whilſt Anunda Row was writing the bond, did Reddy Row say any thing to you; and if he did, what was it?—He said nothing to me at the time, but afterwards gave me some general orders on the subject.

Do you think it was more or less than five years ago that Anunda Row wrote the bond?—I do not recollect the precise time, it may have been a month or two more or less than five years ago.

Do you recollect the month in which it was written by Anunda Row?—I do not.

Anunda Row being confronted with the witness, he is aſked if he knows Anunda Row?—I know him; he is the Anunda Row of whom I have been speaking.

When the bond was written by Anunda Row, did Reddy Row dictate the terms of it, or did Anunda Row write it of his own accord?—Reddy Row said to Anunda Row, you have got a rough draft of a bond in the name of Gopaul Row; do you copy it.

Was that rough draft prepared then, or before?—It had been prepared before.

Did you see it prepared?—I did not.

Who produced the rough draft?—When I firſt went into the room where Anunda Row and Reddy Row were sitting, the rough draft of the bond was upon a couch by the side of Anunda Row.

Upon what sort of a piece of paper was the rough draft written?—Upon a piece of coarse paper, about the size (as the witness describes) of a quarter of a ſheet of poſt paper.

On what sort of a piece of paper was the bond written?—On fine paper, rather larger than the rough draft.

Had the rough draft a seal to it?—No.

Did you and Bheem Row go together to the house of Reddy Row, the day on which the bond was written by Anunda Row?—I went firſt, and Bheen Row came ſhortly after.

Had the writing of the fair bond commenced before Bheem Row arrived.—It had not; it was written ſhortly after Bheem Row's arrival.

Before the writing of the bond, was there any other transaction?—None; we were conversing generally.

Were you sitting down, or ſtanding?—I sat in a chair.

Had you any previous knowledge of the intention of Reddy Row, to forge a bond in the name of Gopaul Row?—I had no previous notice of any such intention.

Did Reddy Row explain his reason for causing the bond to be drawn out in the name of Gopaul Row?—No; but Reddy Row had an account by him, made out in the name of Gopaul Row, which he had himself prepared in Hindooee the day before.

Were you present when he prepared that account, or not?—No; I was not.

How then do you know that Reddy Row prepared it the day before?—By the term which I used, I did not mean the previous day exactly, but some former day.

When did you firſt see that account?—I saw it for the firſt time on the day the bond was written.

How do you know that the account was in the name of Gopaul Row?—It was in Hindooee, which I can read, and I was near enough to read it, as it lay on Reddy Row's ſtand, which ſtood on the couch on which Reddy Row sat.

Did you read the whole account?—No; the account was upon two ſheets, each about a cubit long; and I read that part of the account only on which uppermoſt, as the account was doubled.

After the bond was written, did the parties who were present at the writing of it remain, or did they separate, and go away?—We remained conversing for a ſhort time, and then went away.

In what part of Reddy Row's house were you sitting when this transaction took place?—In the dewan khana or large hall.

Was there any curtain in that room?—At that time there was no curtain.

(Signed) Arnachella Row.

Signed before us this 11th of July 1808.
(Signed) S. T. Goad. Henry Russell.
(A true copy.)
(Signed) S. T. Goad. Henry Russell.

Deposition of BHEEN ROW, on oath, taken this 15th July 1808.

What is your present mode of life?—I have no employment; I borrow money, and by that means support myself.

Do you know Reddy Row?—I do.

How long have you known, and were you ever in his service, and how long?—I have known Reddy Row for ten years; I was employed by him for eight years at different salaries, sometimes 4 pags and sometimes 7½ pags per mensem.

When did you quit his service, and what was the cause of your quitting it?—It is now four months since I quitted his service; he was displeased with me, and I quitted it of my own account.

Do you know a person of the name of Anunda Row, who was in the service of the late Omdut

Omdut ul Omrah?—I do not know any person of the name of Anunda Row, who was in the service of Omdut ul Omrah; I know the brother of Reddy Row.

What person of the name of Anunda Row do you know?—I know a person of that name in the service of Reddy Row.

Do you know whether that person was ever in the service of the late Nabob Omdut ul Omrah?—I do not.

How long have you known that Anunda Row?—Nine years.

Where has Anunda Row lived during that period?—At Madras.

Can you read and write the Persian character?—I cannot.

Can Anundy Row write Persian?—He can.

Did you see him write, and on what occasion?—I have seen him write often.

Would you know his hand-writing if you were to see it?—Anunda Row writes several sorts of hand.

When you lived with Reddy Row, was Anunda Row in the habit of coming to Reddy Row's house?—He was.

Did you ever see Anunda Row write any thing at Reddy Row's house?—I have seen him write many things at Reddy Row's house.

Do you recollect the nature of the papers which you have seen him write?—Anunda Row used to write accounts.

Were you present on the occasion of his drawing out a bond of Reddy Row's directions?—I was.

What sort of a bond was it, and for how much money?—I saw Anunda Row writing on a piece of paper, on which there was a seal.

What was the purport of the writing?—I saw him write a bond, as from the Nabob Omdut ul Omrah to Gopaul Row, for ſtar pagodas 38,500.

How do you know that the bond was to that purport, and to that amount?—I and Arnachella were sitting down with Anunda and Reddy Row, and I heard them talking about that bond.

At what hour of the day was the bond prepared?—About ten o'clock in the morning.

How came it that Reddy Row admitted of your being present at the forging of a bond?—I was always employed by Reddy Row, and he therefore suffered me to be present.

What sort of a seal was on the paper on which the bond was written?—It was Omdut ul Omrah's seal, and of a square form.

Did you see the seal affixed to the paper?—I did not.

How came you then to know it was Omdut ul Omrah's seal?—I know Omdut ul Omrah's seal.

Do you know what date was affixed to the bond?—I do not recollect.

Was there any signature affixed to the bond by Anunda Row?—Anunda Row put a biez at the bottom of the paper.

Did he put the biez with the same pen as that with which he wrote the body of the bond?—With the same pen.

Did you ever disclose the knowledge of this transaction, and to whom?—I told Mr. Light eight days ago.

Did you never inform any body else?—I told Mr. Lloyd some time ago, about four months.

(Signed) Bheem Row.

Signed before us this 16th day of July 1808.
(Signed) S. T. Goad. Henry Russell.

A true copy.
(Signed) S. T. Goad. Henry Russell.

Further Deposition of BHEEM Row on oath, this 16th day of July 1808.

Do you recollect in what part of the blank paper the seal was placed, on which Anunda Row wrote the bond in the name of Gopaul Row?—Near the place where the amount is ſtated.

The amount of a bond in Persian is usually ſtated at the top and at the bottom; whereabouts was the seal on the blank paper, and which Anunda Row wrote the bond?—Near the middle of the paper.

Whilſt Anunda Row was writing the bond, did Reddy Row say any thing, and if he did, what was it?—Reddy Row directed Anunda Row to write the bond, but said nothing more.

Did Anunda Row write the bond of his own accord, or did he look at any thing, and write it?—Accounts and papers were near, but I did not see Anunda Row copy from any particular paper.

How long ago is it that Anunda Row wrote the bond in your presence?—About five or six years ago; but not more than six years ago.

Upon what was Anunda Row sitting when he wrote the bond?—He wrote the bond sitting on the ground.

On what was Reddy Row then sitting?—On a couch.

At the time of writing the bond, was you sitting, or ſtanding?—I was sitting at a little diſtance from Anunda Row, on the ground.

Where was Arnchilla sitting at that time?—He was sitting near me, on the ground.

Did you and Arnachilla Row go together to Reddy Row's house?—We did not go together; Arnachilla arrived a little before me.

From

No. 7.

APPENDIX referred to, in the foregoing TRIAL.

From the situation in which you were sitting, if there had been any written paper on the ground, could you have read it?—I could not. The witness points out a diſtance which, on measuring, proves to be about seven yards; and says, I was so far from any papers, and therefore could not read them.

Was Arnachilla sitting nearer the papers than you?—He was sitting near me, but occasionally got up and went in the direction of the papers; but sitting near me, he could not read the papers when sitting. I did not observe him read the papers when he rose.

What quantity of papers did there appear to be?—The witness, holding his hands about five inches asunder, said there was as many papers in Reddy Row's inkſtand as could be comprized in that space.

What kind of a kalumdan or inkſtand was Reddy Row's?—The witness points to a box on the table, about 16 inches by 12, and says, that Reddy Row's inkſtand was a little smaller than that box.

Were the papers which you saw within the box, or without it?—Some were in the inside, and some on the outside.

Was the inkſtand on the ground, or where?—It was on a couch.

Were the papers which were out of the box on the ground, or on the couch?—Some were on the couch, and a few were on the ground before Anunda Row.

When Reddy Row directed Anunda Row to write the bond, did he make any allusion to a rough draft already prepared?—I did not hear any allusion to a rough draft of a bond, nor did I see one.

In what part of Reddy Row's house was the bond written?—In the Dewan Khana or large hall.

Was there a perdah or curtain in Row's house?—There was a curtain the length of the room, and it was half let down.

After the bond was written, how long did you remain at Reddy Row's house?—About an hour, or an hour and a half.

Did you and Arnachilla Row leave Reddy Row's house together, or not?—I went away firſt, and Arnachilla Row followed ſhortly after and joined me.

Anunda Row being pointed to the witness, he is aſked, if that is the person who wrote the bond?—He is the man.

Did you hear from Reddy Row, before the day on which the bond was written, of his intention to prepare a bond in the name of Gopaul Row?—I did not.

Did Reddy Row enjoin you to secrecy?—No, he did not.

Were the papers, which were on the ground near Anunda Row, near enough to enable Arnachilla to read them?—No, they were not. The witness again points out the diſtance at which they were, which is about seven yards.

Do you know when Anunda Row entered the service of the Nabob?—He entered the service of Colonel Barrett in 1210 Fusly, about ten months before the death of the Nabob Omdut ul Omrah. I do not know that he was ever in the service of the Nabob.

(Signed) *Bheem Row.*

Signed before us, this 16th day of July 1808.
(Signed) S. T. Goad.
Henry Russell.

(A true Copy.)
S. T. Goad.
Henry Russell.

Deposition of VISSAUSOO VENCATA RAMIA, on oath; taken July 16th 1808.

Do you know Anunda Row here present?—I know him.

How long have you known him?—Ten years.

Where did you firſt see him?—At Chillumbrum.

Where has he been since that time?—He remained at Chillumbrum two years after I firſt saw him, and from that time to the present he has been at Madras.

In what service has he been at Madras?—In 1800 he entered the service of Colonel Barrett.

At what precise time did you see him at Chillumbrum?—I saw him there between October 1798 and July 1799. I went there two or three times during that period, and always saw him there.

What employment did you hold when you firſt knew him there?—I had, at that time, the collection of three diſtricts under Paupiah; Anunda Row was employed under me as peschcar or sheriſtadar of Manargoody.

What salary had he?—Fifty rupees a month.

How long did he remain in your service?—From October 1798 until July 1799.

The Deponent and Anunda Row being confronted with each other, Anunda Row declared that he did not even know the Deponent by sight; and the Deponent resolutely persisted in his former assertion.

(Signed) Vissavasoo Vencata Ramia.

Signed in our presence this 16th July 1808.
(Signed) S. T. Goad. Henry Russell.

(A true Copy.)
S. T. Goad. Henry Russell.

No. 9.

A STATEMENT of all CHANGES in the OFFICES and EMPLOYMENTS of CIVIL SERVANTS, under the Presidency of *Madras*, in the months of January, February, and March 1809;—together with Copies of all LETTERS, REMONSTRANCES, and MEMORIALS thereupon, by the said CIVIL SERVANTS; of the Answers given thereunto; and also, of the MINUTES or RESOLUTIONS of the Governor in Council, in consequence thereof.

No. 9.

Fort St. George Jud. Cons. 31 Jan. 1809.

Extract Fort St. George Judicial Consultations, 31st January 1809.

THE President records the following Minute:

The President recommends that Mr. Skinner may be appointed to act as Judge of the provincial court in the northern division, during the absence of Mr. Brown; and that Mr. M. Lushington, the Register of the court of Rajahmundry, may be directed to act as Judge and Magistrate of that court during the absence of Mr. Skinner. (Signed) *G. H. Barlow.*

Ordered, That the foregoing appointments be communicated to the respective gentlemen, and to the court of Sudder Adawlut.

Diary, 31st January.

Sent the following Letter to the Register to the court of Sudder and Fouzdarry Adawlut:

Sir,

I am directed to acquaint you, that the honourable the Governor in Council has been pleased to appoint you to be a Commissioner for the purpose of taking the depositions and examinations of persons residing within the limits of Madras, whose evidence may be required in the trial of causes before the zillah or provincial courts under this presidency; and I herewith transmit to you a commission under the seal of the Honourable Company and signature of the Governor in Council, empowering you to execute the duties of the office of Commissioner.

Fort St. George, 31st January 1809. } I have, &c.
(Signed) *E. C. Greenway*, Secretary.

D° 10 Feb. 1809.

Extract Fort St. George Judicial Consultations, 10th February 1809.

Read the following Letter from the Commissioner at Tranquebar:

To G. Buchan, Esq. Secretary.

Sir,

On the 14th November last, I had the honour to inform you that Mr. Muller had been nominated to officiate as Judge and Magistrate of Tranquebar, but Mr. Rehling having resumed all the duties of his situation on the 30th ult. the functions vested in Mr. Muller have therefore ceased.

From the assiduous and faithful discharge of the duties committed to Mr. Muller, his conduct has given me every satisfaction, and I have accordingly requested his acceptance of my public thanks; I have however another duty to perform, which is, to recommend this gentleman to the favourable notice of the honourable the Governor in Council. I on a former occasion requested authority to pay him monthly St. Pags. 12, sanctioned as the pay of a native Commissioner, who, by the alterations I took the liberty of suggesting in the regulation for the trial of civil suits, is not required

No. 9.

Fort St. George Jud. Cons. 10 Feb. 1809.

As Mr. Muller's conduct has afforded me so favourable an opportunity, I cannot avoid availing myself of it, to beg leave to be excused in again requesting authority to appoint him register to the city court and assistant to the magistrate on the allowance sanctioned for the native Commissioners, and that the payment may commence from the 1st November last.

Commissioners Office, Tranquebar, 1st February 1809. I have, &c.
(Signed) *A. H. Kelso.*

Resolved to authorize the appointment of Mr. Muller to be register to the city court and assistant to the magistrate, on the salary allotted to the native Commissioner.

Fort St. George Rev. Cons. 17 Feb. 1809.

Extract Fort St. George Revenue Consultations, the 17th February 1809.

The President enters the following Minute:

The President recommends that Mr. A. D. Campbell be appointed assistant under collector of Bellary, under the established regulation with regard to the junior servants of this establishment who have resided twelve months in India.

(Signed) *G. H. Barlow.*

Resolved, That the foregoing appointment be communicated to Mr. A. D. Campbell, to the collector of Bellary, and to the Board of Revenue.

Fort St. George Pub. Cons. Feb. 1809.

Extract Fort St. George Public Consultations.

Diary 28th. February 1809.

The President recommends the appointment of Mr. R. B. J. Honeyman, to be deputy under the Commercial Resident at Ramnad.

(Signed) *G. H. B.*

Sent in consequence the following Letter:

To Mr. R. B. I. Honeyman.

Sir,

I am directed to acquaint you, that the Honourable the Governor in Council has been pleased to appoint you to be deputy Commercial Resident at Ramnad.

I am, &c.
G. G. Keble, Sec. to Gov^t.

Fort St. George, 28th Feb. 1809.

D° 3 March 1809.

Extract Fort St. George Public Consultations, 3d March 1809.

The Honourable the President records the following Minute:

The President proposes that Mr. John Kenworthey be appointed Second Member of the Board of Trade, and that Mr. George Gilbert Keble be appointed to succeed Mr. Kenworthey in the office of Sub-Treasurer and Postmaster General. (Signed) *G. H. B.*

Approved, and ordered accordingly.

D° 10 March 1809.

Extract Fort St. George Public Consultations, the 10th March 1809.

The Honourable the President records the following Minute:

Minute of the President.

Adverting to the great advantage which the public interest have derived from the personal exertions of Mr. Dick, in the situation of Superintendant of the Investment, and being satisfied that Mr. Robert Fullerton would discharge the same duties with great benefit to those interests, the President proposed appointing Mr. Fullerton a member of the Board of Trade, and to succeed Mr. Dick in the office of Superintendant of the Investment, until the pleasure of the honourable the Court of Directors shall be known, without the salary of Superintendant, but allowing him to draw the actual extra expenses which he may incur, when circumstances may require that he should proceed to any of the commercial stations.

In consideration of the additional duties and responsibility which will attach to Mr. Fullerton in this situation, and with a view to defray eventual travelling charges, it is proposed to recommend to the honourable the Court of Directors,

to

No. 9.

Fort St. George Pub. Cons. 10 March 1809.

to grant Mr. Fullerton a permanent allowance of 2,000 Pag^{s} per annum, in addition to the eſtabliſhed salary of a member of the Board of Trade, being one-third only of the allowance made to Mr. Dick, and being no more than the addition to his present salary of Judge, which Mr. Fullerton would obtain by his rise in the Court of Appeal in the ordinary course of promotion—a prospect which he had relinquiſhed, in consequence of the wiſh communicated to him of having his services at the Board of Trade.

The President takes this occasion to inform the Board, that he intends to recommend the employment of Mr. Wynox in another situation; and proposes, that until circumſtances admit of the arrangement, he intends to suggeſt Mr. Wynox be permitted to draw the allowance which he now receives.

As the duties of Secretary to the Public Department can be performed by the Chief Secretary, with the aid of an additional assiſtant, the President recommends the abolition of that office, and proposes that Mr. David Hill be appointed head assistant to the Chief Secretary in the Public Department, with a salary of 100 Pag^{s} per month.

Fort St. George, 10 March 1809. (Signed) *G. H. Barlow.*

Approved, and ordered accordingly.

Extract of Fort St. George Judicial Consultations, the 14th March 1809.

Fort St. George Jud. Cons. 14 March 1809.

The President records the following Minute:

The President begs to inform the Board, that his attention having been particularly drawn to the present state of the Sudder Court, he considers it indiſpensable that an immediate arrangement ſhould be made to ensure the efficient discharge of the duties of that important department.

The vacancy occasioned by the death of Mr. Hurdis has not been supplied, and the number of the members who shall permanently compose the Sudder Court, is still undecided; but as that Court is now reduced to one officiating Puisne Judge, it is necessary that the vacancies which have occurred at present should be, in part at leaſt, supplied. The President will ſtate, at a future period, his sentiments regarding the expediency of continuing three members in the Sudder Court; and if such an arrangement should be adopted, regarding the amount of the allowance which it may be proper to fix for the junior member. In the mean time, it is recommended that a junior member may be appointed to officiate, and that he may receive the same allowance as a junior member of the Board of Revenue.

The President recommends, that Mr. Edward Croft Greenway may be appointed to act as junior Member of the Sudder Court.—Mr. Greenway will continue to discharge the duties of Secretary in the Judicial and Revenue Departments until relieved by a successor, without any additional allowance.

Fort St. George, 14th March 1809 (Signed) *G. H. Barlow.*

Resolved, That the foregoing appointment be communicated to Mr. Edward Croft Greenway, and to the Sudder Court.

Diary 14th.

Dispatched the following Letter:

To the Register of the Court of Sudder Adawlut and Fouzdary Adawlut.

Sir,

I am directed to acquaint you, for the information of the Court, that the honourable the Governor in Council has been pleased to appoint Mr. Cecil Smith to be third Judge of the Provincial Court of Appeal and Circuit for the northern division. I have the honour to be, &c.

Fort St. George, 14th March 1809. (Signed) *E. C. Greenway,* Secretary.

No. 9.

Fort St. George Jud. Cons. 17 March 1809.

Extract Fort St. George Judicial Consultations, 17th March 1809.

The President records the following Minutes:

The President proposes that the following appointments be made.

Mr. W. Hawkins, collector of the zillah of Masulipatam.

Mr. S. Skinner to act as third Judge of the court of Appeal and Circuit of the centre division, with the allowance now drawn by Mr. Gregory.

Mr. T. A. Grant, Judge and Magistrate of the zillah of Rajahmundry.

Mr. T. Ellis, collector of land customs at Madras.

Mr. T. Townsend, Judge and Magistrate of the zillah of Masulipatam.

Mr. J. H. Peile, Secretary to Government in the Military Department, and Superintendant of Stamps.

Mr. W. Wayte to act as Secretary to the Military Department, and Superintendant of Stamps until the arrival of Mr. Peile.

Mr. George Strachey, Judge and Magistrate of the zillah of Caddapah.

Mr. F. Gahagan, Secretary to the Government in the Revenue and Judicial Departments.

Mr. G. Gregory, collector of Bellary.

Mr. T. Newnham, Register to the Sudder Adawlut, and to the Fouzdarry Adawlut.

Mr. E. Wood, Judge and Magistrate, and collector of Seringapatam.

Mr. J. Dacre, deputy Persian translator to Government, and first assistant to the Sudder Adawlut and Fouzdarry Adawlut.

Mr. W. Oliver, Register to the provincial court of appeal and circuit of the centre division.

Mr. H. G. Keene, Register to the zillah court of Salem.

Mr. J. Munro, second Assistant to the court of Sudder Adawlut and Fouzdarry Adawlut.

Fort St. George, 16th March 1809. (Signed) *G. H. Barlow.*

The President proposes that the following appointments be made:

Mr. J. A. Casamaijor, Register to the court at Seringapatam.

Mr. John Haubary, deputy Secretary to the Board of Revenue.

(Signed) *G. H. Barlow.*

Fort St. George Pub. Cons. 8 Feb. 1809.

Extract Fort St. George Public Consultations, 8th February 1809.

The Governor in Council having maturely considered the facts represented in the preceding letters,* it appears an object of urgent consideration, that early means should be taken to remove the difficulties which at present embarrass the enquiry of the Commissioners appointed for the investigation of the Carnatic claims. The Governor in council is compelled at the same time, to state that the grounds of the present representation are to all appearance closely connected with a very factious spirit, which has been lately, from causes not difficult to be traced, evinced in this settlement.

* Vide the Return to the 3d Order, dated 21st February 1810.

With regard to the representation of the Commissioners, the Governor in Council considers the course proper to be adopted by this Government to be clear, as it is evident that the enquiry with which they are entrusted cannot be brought to a satisfactory conclusion, if it does not obtain the decided support of public authority; and the orders of the honourable Court of Directors cannot leave any doubt of their intention on this point.

The gentlemen particularly brought to the notice of the Government by the Commissioners are, Mr. Roebuck, Mr. Parry, Mr. Abbott and Mr. Maitland. In respect to Mr. Roebuck, the Governor in Council observes with concern, that a public officer holding the situations he fills under this Government should be active in the intrigues of faction. When the question of the Carnatic claims was under consideration at the remote period of the year 1788, it stands recorded, that Mr. Roebuck was "particularly active and violent," and at that time the conduct of this Government was marked with high public displeasure. It might have been expected tha Mr. Roebuck would have been more circumspect in his subsequent conduct, but the natute of that gentleman's concern in those discussions which have

No. 9.

Fort St. George Pub. Cons. 8 Feb. 1809.

have embarrassed the course of the enquiry of the Commissioners, his eagerness on all occasions to promote every factious proceeding, are too notorious to be longer overlooked, and it is essential that Mr. Roebuck should not be permitted to continue longer in this settlement. Resolved accordingly, That Mr. Roebuck be directed to proceed with the least possible delay to Vizagapatam, and to take charge of that factory.

Resolved, That the following Letter be dispatched:

To Mr. Benjamin Roebuck.

Sir,

Para. 1. I am directed to acquaint you, that the honourable the Governor in Council has deemed it proper to appoint you to take charge, 'till farther orders, of the factory of Vizagapatam, and you are ordered to proceed to that station without delay.

2. You will transfer the charge of the office of the Military Paymaster General to the honourable Mr. Murray, and Mr. Ogilvie has been appointed to take charge of the Mint.

I am, &c. &c.

Fort St George, 8th February 1809. (Signed) *G. Buchan*, Chief Secr to Govt.

Extract Fort St. George Public Consultations, 10th February 1809.

Dº 10 Feb. 1809.

Read the following Letter from Mr. B. Roebuck:

To the Chief Secretary to Government, Fort St. George.

Sir,

I received your letter of the 8th instant with the utmost surprize and concern, as it conveyed to me the first intimation of having incurred the displeasure of the honourable the President in Council.

My removal from the two important offices of Paymaster General and Mint Master, the former of which I have held for so many years, and the latter department I have established; and in discharging the duties of which, I can conscientiously say I have exerted myself with unremitting zeal to promote the interests of my honourable employers, is so severe a punishment, so public a mark of the disapprobation of Government, and so painful a degradation in the eyes of the service, that as I am conscious of no breach of public duty, I can only impute this heavy misfortune to some extraordinary and unfounded misrepresentation of my conduct, from either misinformation or the malevolence of my enemies. In this peculiar distressing situation, I rely with confidence on the justice of Government, that an opportunity will be afforded me of explaining or defending my conduct, that I shall not be punished unheard, and that a privilege, founded on the immutable principles of justice, and repeatedly recognized in the orders of the honourable Court of Directors, will not in this instance be withheld from me.

So soon as I received your letter of the 5th October, directed jointly to me with Messrs. Abbott and Parry, I immediately withdrew myself from all connection with their proceedings and correspondence, nor have I had any concern in it in the most indirect manner. I have paid a small sum towards the fees of the lawyers, in the two suits in which verdicts have been found against the respective parties: but I have no concern, or have had any intention of having any thing to do with any other trial; and in this I concerned myself, because it was of consequence to my property.

I have the honour to be, &c.

Madras, 9th Feb. 1809. (Signed) *Ben. Roebuck.*

Ordered to lie on the table.

Extract Fort St. George Public Consultations, 14th March 1809.

Dº 14 March 1809.

The President proposes that a letter, agreeably to the following draft, be dispatched to Mr. Benjamin Roebuck.

No. 9.

Fort St. George Pub. Cons. 14 Mar. 1809.

To Benjamin Roebuck, Esq.

Sir,

As you have been entirely relieved from the charge of the Mint, I am directed to desire, that you will immediately proceed to join your station at Vizagapatam, and consider yourself permanently appointed to that station.

I have the honour to be, &c.

Fort St. George, 15th March 1809 } (Signed) *E. C. Greenway.* Secy to Govt.

Approved, and ordered accordingly.

Dr 21 March 1809.

Extract Fort St. George Public Consultations, 21st March 1809.

Read the following Letter from Mr. Benjamin Roebuck:

To the Chief Secretary to Government.

Sir,

I received in the evening of yesterday, your letter of the 15th instant, intimating to me that it is the order of the honourable the Governor in Council, that having been entirely relieved at the Mint, I should immediately proceed to my station at Vizagapatam.

I request you will be pleased to state to the honourable the Governor in Council, that though I have no immediate charge at the Mint, yet I have not been relieved from my responsibility, there being some metals still to be assayed by the Assay Master, and their amount adjusted. There are also other sums for which I have accounted, but am not yet relieved from, to very large amount; and I hope the honourable the Governor in Council will not consider that I am trespassing in requesting that he will be pleased to direct my accounts to be closed. This cannot take above eight days; by which period, I trust, the Indiamen will arrive from Ceylon; on one of them I mean to take my passage with my family, having made the necessary preparations.

Madras, 18th March 1809. } I have the honour to be, (Signed) *Benjn Roebuck.*

Resolved, under the circumstances stated in the foregoing letter, to permit Mr. Roebuck to remain at the Presidency for the adjustment of his Mint accounts, until an opportunity shall occur of proceeding on board one of the Indiamen expected from Ceylon, to join his station; and that he be acquainted, that the Board have deemed it expedient to direct, that his Mint accounts shall be brought to a close as early as possible.

Dr 14 March 1809.

Extract Fort St. George Public Consultations, the 14th March 1809.

Diary.

Extract Letter from the Chief Secretary to the Government of Fort St. George, to Cecil Smith, Esq. dated as above.

Par. 10. The course of proceeding adopted by you in the audit of these accounts, constitutes, in the opinion of the Governor in Council, a flagrant violation of your duty; and as the important office of Accountant General and Civil Auditor cannot, consistently with the interests of the public service, be held by any person not enjoying the full confidence of Government, the Governor in Council has resolved to remove you from these offices. But as your conduct, however reprehensible, has not exhibited any proofs of corrupt intention, or other motives which ought to disqualify you from employment, I am directed to inform you, that the Governor in Council has been pleased to appoint you to be third Judge of the court of Appeal and Circuit for the northern division.

11. I am further directed to inform you, that Mr. Thomas Fraser has been appointed to succeed you in the office of Accountant General, and Mr. John Mac Dowall in the office of Civil Auditor, and to desire that you will deliver over charge of the offices to those gentlemen respectively.

No. 9.

Fort St. George Pub. Cons. 17 March 1809.

Extract Fort St. George Public Consultations, 17th March 1809.

Read the following Letter from Cecil Smith, Esq. to the Acting Chief Secretary to Government:

Sir,

Para. 1. I have the honour to acknowledge the receipt of your letter of the 14th instant, signifying the pleasure of the honourable the Governor in Council, that I be removed from the situations of Accountant General and Civil Auditor, and that I be appointed third Judge of the provincial circuit Court of the northern division.

2. To be thus, in an instant, deprived of the fruits of 18 years labour, in a department to which I have been attached from my early arrival in India, and have to commence a new career in a line of the duties of which I am wholly ignorant; to be torn from my friends and habits of life, and sent to make new friends, and assume new habits, and this without benefit to my employers (a consideration to which all others should yield) have, I must confess, raised sensations in my mind which I have not language to express.

3. It is gratifying amidst this distress, that Government have, by their nomination, appointing me a Judge, proved not only in words, but, I trust, to the full satisfaction of my employers and fellow servants, their conviction of my integrity; and while that stands unimpeached, as my ability to conduct the duties of the department has not been called in question, I confess I am at a loss to comprehend how I can have forfeited the confidence of Government.

4. As regards the particular case which has caused my removal, I can only say that I most solemnly disavow any thing like intentional disrespect to Government, and that I have reported most conscientiously, and to the best of my abilities, upon the grain accounts of Mr. Sherson.

5. If the wounded state of my feelings, from the violent and unmerited attacks of Mr. Dick and Mr. Cooke, have occasioned my using expressions which can be construed into disrespect, I trust when its intention is disavowed, that I shall not be considered as meriting a punishment nearly the most severe which it is in the power of Government to inflict; and I most humbly request, that Government will point out the objectionable parts in my letter, that I may have an opportunity of correcting them.

6. I regret that I was arrested in my progress of making myself master of the Committee's accounts, which must have been a work of some time, as they entirely differed from any of the established forms of Government, but in which I was nevertheless proceeding when directed to desist by Government calling for my Audit.

7. I have said, and I repeat, that the appointment which I have received is highly gratifying, inasmuch as it is an undeniable certificate of unimpeached integrity from the hands of that Government which has declared me removed from my present situations as not possessing its confidence; but it cannot divest my mind of the idea that I am taken from, and, if not restored, must lose the rewards to which I might with confidence look up, for the faithful discharge of the duties of situations to which, but a few months ago, this same Government were pleased to express their satisfaction at restoring me, under the following honourable testimony from the Supreme Government, in their letter regarding the proceeding of the Committee upon Mr. Buchan and myself:

"We derive great satisfaction from this opportunity of expressing the high "sense we entertain of the eminent talents, and of the honourable character which "distinguish those gentlemen, and we are happy in finding ourselves warranted, "with the strictest regard to the delicate duty which has been assigned to us, in "directing a measure, which, while it restores able and efficient services to the "Company, justly vindicates also the names of distinguished and respectable "men."

8. It is the acknowledged principle of just punishment, that it should be proportioned to the offence; my conduct in this business has been declared free from any appearance of corruption, it then can only remain as an error in judgment, which, I hope I may be allowed to say, has not frequently occurred with me, during more than seven years, which I have held the important offices of Accountant General and Civil Auditor.

9. Words

No. 9.

Fort St. George Pub. Cons. 17 March 1809.

9. Words may bear different constructions, but when disrespect is, as in this case, solemnly disavowed, and permission is requested to correct any expressions which may have that appearance, or to afford any explanations which may be required of the principles upon which public duty has been discharged, it must surely cease to be considered as a fault deserving punishment.

10. I trust that what I have said will remove from the minds of the honourable the Governor in Council, any impression of intentional disrespect on my part; and that, by restoring me to the situations of high responsibility from which I have been removed, they will repeal the severe mark of their displeasure manifested towards me.

I have the honour to be, &c.

Fort St. George, 16 March 1809. (Signed) *Cecil Smith.*

The following draft of a reply is read, and approved:

To Cecil Smith, Esq.

Sir,

I am directed by the honourable the Governor in Council, to acknowledge the receipt of your letter of the 16th instant, and to acquaint you, that he sees no reason to alter the determination which has been communicated to you, and desires that you proceed to join your station, after having delivered over charge of your late employs to the Gentlemen appointed to succeed you.

I have the honour to be, &c.

Fort St. George, 18 March 1809. (Signed) *E. C. Greenway,* Act^g Sec^y to Gov^t.

Ordered, That it be dispatched accordingly.

D^o 14 March 1809.

Extract Fort St. George Public Consultations, 14th March 1809.

Read the following Letter from Mr. Cecil Smith to the Chief Secretary to Government:

Sir,

I beg you will obtain the permission of the honourable the Governor in Council, for me to proceed to Bengal on leave for two months, on private business of the most urgent nature.

I have the honour to be, &c. &c.

Fort St. George, Acc^t Gen^l's Office, 13 March 1809. (Signed) *Cecil Smith.*

Resolved, That Mr. Smith be permitted to proceed to Bengal for two months, in compliance with his request.

To Cecil Smith, Esq.

Sir,

I am directed to acknowledge the receipt of your letter of the 13th instant, and to inform you, that the honourable the Governor in Council permits you to proceed to Bengal for two months, in compliance with your request.

I have the honour to be, &c.

Fort St. George, 15 March 1809. (Signed) *A. Falconar,* Chief Sec^y to Gov^t.

D^o 21 March 1809.

Extract Fort St. George Public Consultations, 21st March 1809.

Read the following Letter from Mr. Cecil Smith to the Chief Secretary to Government

Sir,

I beg to request that the honourable the Governor in Council will be pleased to extend the leave for me to proceed to Bengal, granted in your letter of the 15th instant,

No. 9.

Fort St. George Pub. Cons. 21 March 1809.

instant, eventually to Europe, where it may be possible the business which carries me to Bengal may require me to proceed.

I beg to inclose the usual certificates, that there are no balances against me.

Fort St. George, 20 March 1809.

I have, &c. &c.
(Signed) *Cecil Smith.*

No. 65.

This is to certify, that no balance of account appears to be due from Mr. Cecil Smith, by the general books.

Fort St. George, Account[t] Gen[l]'s Office, 20 March 1809.

(Signed) *Geo. Moore,*
Deputy Account[t] Gen[l].

This is to certify, that Mr. Cecil Smith has drawn his salary as Accountant General and Civil Auditor up to the 28th February 1809, and to no later period.

Fort St. George, Civil Auditor's Office, 20 March 1809.

(Signed) *John M[c] Dowall.*
Civil Auditor.

Resolved, That Mr. Cecil Smith be permitted to proceed eventually from Bengal to Europe, agreeably to his request.

Extract of Fort St. George Public Consultations, 9th May 1809.

D[o] 9 May 1809.

Read the following Letter from Mr. Cecil Smith:

To the Chief Secretary to Government, Fort St. George.

Sir,

I request you will inform the honourable the Governor in Council, that I have availed myself of the permission granted in your letter of the 21st ultimo, eventually to proceed to England, and have taken my passage, and obtained from the Supreme Government permission to embark on board the honourable Company's ship Europe, Captain Gelston, which is appointed to quit Saugur on the 28th instant.

I beg to request, that the accompanying Address to the honourable the Court of Directors, may be transmitted as a separate number in the packet to England, by the first opportunity.

Calcutta, 22 April 1809.

I have the honour to be, &c. &c.
(Signed) *Cecil Smith.*

LETTER from MR. CECIL SMITH:

LETTER from Mr. Cecil Smith.

To the Honourable the Court of Directors for the Affairs of the Honourable the United Company of Merchants of England trading to the East Indies.

Honourable Sirs,

Para. 1. THE permission granted by your honourable Court, to such of your servants as consider themselves materially aggrieved, to make known to you their case, induces me humbly to address you in the manner which you have been pleased to direct, on a matter which deeply affects my fortune, as well as my honour and situation in your service, in hopes that this appeal to your honourable Court, will induce you to pronounce how far I have deserved the severe censure and punishment I have lately met with.

2. That I have discharged with fidelity and diligence the several trusts reposed in me, during a service of nineteen years, will, I trust, appear by your records.

3. I obtained the respectable situations of Accountant General and Civil Auditor in the month of January 1802, after a laborious duty of 12 years in the subordinate lines of that department, to which few of your servants have, from the peculiar nature and difficulty of the duties, been induced to attach themselves for a sufficient period to make themselves masters of its details.

4. I was further, at the time of my removal from the situations, one of the

No. 9.

Fort St. George Pub. Cons. 9 May 1809.

Letter from Mr. Cecil Smith.

Directors of the Government Bank, and President of the Mint Committee, and at the same time had to perform the duties of several less important situations, some ex officio, others by nomination, the whole requiring no less a considerable knowledge of your most material interests to superintend, than an unremitting activity and personal attention to conduct.

5. I have been removed from all these situations, and appointed to an office the duties of which are entirely new to me. I sustain a loss by this removal of nearly £. 2,000 per annum; I am ill able to bear this loss, but I feel much more severely the manner in which it has been inflicted, and the imputations which have been coupled with it, than the loss itself.

6. The whole of the correspondence relative to which I am about to address your honourable Court, having been officially transmitted to England by the Government of Fort St. George in a separate book, renders any long detail here unnecessary.

7. It is well known to your honourable Court, that the custody of the grain purchased by the Government of Madras, under the guarantee of pagodas 110 per garce, held out to the public, in order to obviate the effects of the famine in 1806, was entrusted to Mr. Robert Sherson, under the immediate superintendance of a Committee, and that the majority of that Committee accused Mr. Sherson of having participated in certain frauds which they alledged to have taken place in the department.

8. During the sittings of this Committee, and before the Government had come to any decision upon their proceedings, Mr. Sherson made an application to Government for the audit of his accounts, which application was forwarded to me as Civil Auditor, with directions in the usual form of office to proceed to the audit.

9. As Mr. Sherson had stated in his application, that he was anxious to proceed to England in the month of October, I immediately proceeded with the audit; by the middle of the month of September, I had completed all the essential parts of it, and before the end of that month the whole, with my report, was completed, and copying for transmission to Government.

10. On the 21st September, in consequence of a recommendation from the Grain Committee, I was directed to communicate with them upon the subject of the accounts of the Grain Department; and I beg particularly to remark, that the purpose of my communication with the Grain Committee is expressly stated, in the letter of Government, to be, that, requested by the Committee, a copy of whose letter is enclosed to me, and particularly referred to.

11. That purpose, as stated by the Committee, in their letter, was to obtain *information* or *documents through me*, which they had endeavoured in vain to obtain from Mr. Sherson.

12. The Committee had existed for several months, at the time of my receiving directions to audit Mr. Sherson's accounts; and, in those directions, no mention was made of the Committee, nor any reference to their proceedings; a circumstance which, coupled with the subsequent orders of Government to communicate with them, for the purpose of affording *information* and *documents* to them, left no doubt upon my mind that the Committee, at their meeting of the 29th September, when they required me to go into the detailed accounts, and to receive statements *from* them, leading to enquiries far beyond the ordinary scope of an audit, had entirely mistaken the intentions of Government in their letter of the 21st.

13. Under this impression, the line I pursued was that which naturally presented itself, where a difference of opinion had arisen, viz. reference to Government for decision.

14. That reference was made on the very day of my attendance on the Committee, by an official letter to the Chief Secretary; and on the same day, on receiving copy of the Minutes of the Committee, stating what had passed at the Committee, I transmitted it through the same channel:—supposing, therefore, that I had misconceived the former orders, the difference of opinion between myself and the Committee, and their construction, in their own words, as well as my own, were immediately submitted by me for the decision of Government; and had I at that time been honoured with a reply, stating, that the view which the Committee had taken of the subject was correct, not a doubt would have remained on my mind as to my line of duty.

15. On

No. 9.

Fort St. George Pub. Cons. 9 May 1809.

Letter from Mr. Cecil Smith.

15. On the first of October I received a letter from the Chief Secretary of Government, which, although not actually mentioning my letter of the 29th, I necessarily considered as referring to it, from the mention of the *discussion which had taken place.*

16. By this letter, I was directed to postpone my audit, until it had ascertained whether or not it would interfere with the legal proceedings it was intended to adopt; and I was further informed, that a reference would be made to the Advocate General upon the subject, with the result of which I should be made acquainted.

17. I stated, in reply to the foregoing, that the audit had been completed prior to the receipt of the Secretary's letter, and would remain in my office, subject to the future orders of Government; and I further took the liberty of suggesting, that the Advocate General might possibly not be aware, that, agreeably to the rules of the service, an audit of the nature of that alluded to was the mere opinion of a public officer, until confirmed by Government; and that such opinion having been publicly called for, its suppression might possibly tend more to injure any legal proceedings, which it might be deemed necessary to institute, than its production could possibly do, if the opinion of the public officer were at variance with that of the Government.

18. This letter was dated the 3d October, and on the 12th of that month, I received from Government a letter, of which it is unnecessary here to enter into a detail, as it is at length on the public proceedings which have been transmitted officially to your honourable Court, together with my reply of the 24th of that month.

19. The letter from the Chief Secretary above alluded to, acknowledges the receipt of my letters of the 26th and 29th September, and 3d and 7th October; and it contains what I cannot but consider as most severe and unmerited animadversions upon my conduct.

20. In my answer, I stated in detail the impressions under which I had acted.

21. I beg leave respectfully to request the attention of your honourable Court to the explanations submitted by me to Government, in this my reply to their Secretary's letter of the 21st, because, upon the most attentive review of my own conduct in relation to these transactions, it does appear to me now, as it did at the time, that the whole ground of the censure conveyed in that letter, is completely done away; and that I have satisfactorily shewn, by bringing the facts under one view in their order of time, and by distinct references to public correspondence, that I could not have been actuated by the motives imputed to me, and that I had been guilty of no wilful violation or neglect of duty.

22. Upon receiving the answer of the Chief Secretary, dated the 24th of October, I certainly rested satisfied that the impressions which had exposed me to so strong a manifestation of the displeasure of Government were removed by my explanations, and that if I had committed any error, it was considered as a misconstruction of, and not an opposition to, the orders of Government.

23. Under this conviction, no further remarks from me appeared necessary or proper, and the orders being then clearly expressed, that I was to proceed with the detailed examination of the grain accounts with the Committee, I accordingly lost no time in signifying to them that I was prepared for the task, and in pressing an early communication, as at that particular time of the year the duties of my office afforded me most leisure.

24. I considered it to have been the intention of Government, that the communication should have been personal, by my attending at the meetings of the Committee; but the Committee adopted that of correspondence, and I received their first letter on the 5th November.

25. I was early impressed with the serious nature of the duty I had to perform, particularly adverting to the circumstance that the English accounts, upon which the Committee had framed their Report, were formed from native Codjan accounts, which the majority of the Committee with whom I had to act were incapable of reading, and of which I had as little knowledge myself.

26. Thus situated, I trust it will be allowed that every caution was necessary on my part, nay, was due to Government, to the Committee, to Mr. Sherson, whose character and existence in the service were at stake, and to myself, in the examination which I was directed to make. It is, perhaps, only to a person

in

No. 9.

Fort St. George Pub. Con. 9 May 1809.

Letter from Mr. Cecil Smith.

in the habit of comparing accounts, that the full extent and difficulty will appear, of comprehending and moulding into our own forms, accounts kept in a different language, and on different principles from those to which we have been accustomed.

27. I had reason to believe that the gentlemen who superintended the translation, were not sufficiently conversant in accounts to be independent of the assistance of natives, in the preparation of the English accounts which they laid before the Committee; and this is an agency which, without meaning any improper reflection, I may say we have been taught from our entrance into the service, to receive with caution.

28. With these impressions, I prepared for the execution of the duty I had to perform, and to examine the statement inclosed in the first letter of the Committee, which appeared to me to require explanation; and without adverting to the style which the Committee had adopted in their letter to me, though certainly not without feeling its impropriety, I requested of them the explanation I required, pointing out to them the results which might be inferred from the statement as it now stood.

29. The Committee, instead of affording any explanations of the statement, sent an answer containing the most pointed attack on me, in a style which appeared to me not only wholly unwarranted either by the orders of Government, or by the usage of the service, but directly calculated to defeat the purpose for which I had been ordered to communicate, and to introduce a personal altercation, instead of a dispassionate discussion of the business referred for our consideration.

30. I am unwilling to trouble your honourable Court with feelings merely personal, though to any man who reads these letters of the Committee I think it will readily occur, that some such must have been excited in my mind, at finding myself thus addressed by these gentlemen, two of whom were considerably my juniors in the service, and the third had on no ground, public or private, a right of assuming towards me the language of dictation or rebuke; a language which I felt to be the more indelicate, as Government, to whom alone I owed any explanation, had been satisfied upon those points to which the Committee thus took the liberty to recur.

31. Under these impressions, after replying to the matter in their letter, I referred the question to Government, with a request, that, to avoid the recurrence of so unpleasant a circumstance, the exact relative situations of the Committee and myself might be defined in our further communications.

32. The reply to this letter was, without adverting to the reference I had made, an order to forward to Government *the audit*, with the vouchers and documents by which it was supported, which I accordingly did on the same day, in the precise form in which it had been originally prepared.

33. This I considered to have been the intention of Government, from the circumstances under which the audit had been called for; but in order to obviate any possible misconception, I particularly called their attention to the circumstance of its unaltered state; conceiving, had it been their intention that the audit should have referred to any of the communications between myself and the Committee, it would have been returned to me for that purpose.

34. The audit was not returned, but sent to the Grain Committee for their examination and report, precisely in the state in which it was forwarded by me to Government.

35. I humbly conceive that, from the nature of the correspondence between myself and the Committee, copy of which I had forwarded to Government, the style and tenor of the Committee's reply to my audit might have been easily foreseen.

36. After a delay of many days, the reply was accordingly sent, and certainly far exceeded what I could have imagined possible upon a subject which was, or rather ought to have been, confined to figures, and the plain statement of objections, with the reasons on which they were grounded.

37. It was by accident only that I heard that the reply of the Committee was before Government. I made application for it, which was attended to, and a copy sent to me, to which I was obliged, from a fear that it might reach your honourable Court unanswered, to reply in 24 hours.

38. The letter from the Committee goes over ground and reports their opinion upon

upon circumstances, which, I humbly conceive, were never referred for their consideration, and upon which Government had already passed a deliberate decision.

39. The Committee consisted at this time of Mr. Dick, Mr. Cooke, and Mr. Babington; the latter of which gentlemen having recorded his dissent to the opinion of the Committee, there remained but two; and both from the superior rank of Mr. Dick, and from the relative situation of Mr. Cooke, who was in charge of the grain, and as such individually under the Committee, it was not possible to consider the acts of the Committee other than those of Mr. Dick's solely.

40. I knew Mr. Dick was about to embark for England at an early day, and I earnestly pressed the Government to call upon him to make good, or disavow, the charges which he had brought forward against my character, as a public officer of Government.

41. Neither to my former references, complaining of the style used by the Committee, nor to my solicitations in defence of my character, did I receive any reply; but in a letter dated the 14th March, not containing a single remark proving the inaccuracy of the accounts which I had submitted, but with a general accusation of disrespect to Government, I was removed from situations of the highest respectability, and declared to be undeserving of the confidence of Government.

42. The honourable the Governor in Council was pleased to declare, that my conduct had been free from corrupt motives; and, in consequence, appointed me third Judge of the northern division; an act which, however injurious to my interests, I humbly conceive to have been the strongest possible proof, that my conduct had been not only free from corruption, but from the sinister motive of impeding the course of enquiry, and screening an accused man; inasmuch as that motive would have been absolutely incompatible with the character and office of a Judge.

43. I humbly appeal to your honourable Court, whether I can act with any confidence in my own exertions, for the performance of my duty in the Judicial office, while I stand recorded as being unworthy of the confidence of Government, and as being capable of perverting an audit for the dishonest purpose imputed to me in the letter of Government.

44. The regard which has always been manifested by your honourable Court for the character and feelings of your servants, is the surest pledge to them for the stability of their fortunes in your service, and by a natural consequence, to you for the honest and faithful discharge of their duty.

45. Your orders, that no man should be dismissed from his office without specific charge and hearing, I have always regarded as my own security, and I believe this is the universal feeling of the service.

46. I solemnly declare, that I am at this moment unable to comprehend with what I am charged, or upon what ground I have been dismissed from offices which I have filled for many years, I trust, without discredit to myself, and with some advantage to my employers.

47. It is under these circumstances that I submit my case to the consideration of your honourable Court, with the same confidence that I should carry it into a Court of Justice, if the subject were one which fell within the ordinary range of the laws. I have the fullest reliance that you will decide justly and liberally;—first, whether I have offended at all; and next, whether the offence, if any, was deserving of so severe a punishment.

I have the honour to be, with great respect,
Honourable Sirs,
Your most obedient and faithful humble Servant,
(Signed) *Cecil Smith.*

Calcutta, 22d April 1809.

Resolved, That Mr. Smith's Address be forwarded to the honourable the Court of Directors by the earliest opportunity.

No. 9.

Fort St. George Pub. Cons. 9 May 1809.

Letter from Mr. Cecil Smith.

No. 9.

MEMORIAL from Mr. G. Strachey.

MEMORIAL from Mr. GEORGE STRACHEY.

To the Honourable the Court of Directors for the Affairs of the Honourable the United Company of Merchants of England trading to the East Indies.

The humble Memorial of George Strachey, Esq. a junior merchant without employ in the service of the Honourable Company on their Establishment at Fort St. George, and late Secretary of Government in the Military Department at that Presidency.

Honourable Sirs,

1. YOUR Memorialist having been disgracefully removed from an office in which he had served, without reproach, for a period of six years, and from a branch of the public service to which he had been attached from the date of his arrival in India, begs leave to lay before your honourable Court, in a connected form, all the correspondence which has passed upon the subject, and from which he trusts that it will appear to the satisfaction of your honourable Court, that he has not spared any pains which it became him to employ for the purpose of obtaining the due explanation of his disgrace, and an opportunity of vindicating his public character.

2. Having been informed by express authority that the letter which he addressed to the honourable the Governor in July last, requesting to be made acquainted with his offences, had been placed on the public records, and that a reply should be communicated to him through the usual channel, your Memorialist had confidently relied, nearly to the last moment of the late general dispatch, on the performance of that promise; and he cannot readily express the disappointment which he feels, that after having kept him in a state of punishment and suspense from the 17th March 1809 to the month of February 1810, the honourable Sir George Barlow should finally have determined not to produce any charge against him.

3. Your Memorialist has been informed, that the circumstances of his case would be brought to the notice of your honourable Court by the last dispatch; but being kept in ignorance of the manner in which they have been reported, he will take the liberty of submitting them for himself. The case is not complicated, and possibly not singular in public life; but it is new to your Memorialist, and he feels considerable difficulty in his attempt to state it in due order, and in proper terms.

4. Your Memorialist, who bears a name not wholly unknown in India, came to this country in the year 1798, under the immediate patronage and personal protection of Lord Clive, in whose family and favour he had the happiness to remain until his Lordship's return to England. In the year 1803, Lord William Bentinck arrived at Fort St. George, a perfect stranger to your Memorialist, and equally so to his noble patron, but he found your Memorialist the Secretary of Government in the Military Department, and enjoying the favourable opinion of both members of the Council, of one of them in a degree far beyond his merits, and only to be explained by the partiality of a principal in office. Your Memorialist did not force or insinuate himself into the notice of the new Governor, nor was he aware for some time that he had the honour to have attracted his Lordship's particular observation; such however was the satisfaction of Lord William Bentinck with the official conduct, and with every report which he received of the habits and communications of your Memorialist, that on the departure of his private Secretary Major General Dowdeswell for Bengal, his Lordship most unexpectedly selected your Memorialist for an office highly flattering to a young man, and at that period the most enviable under the Government of Fort St. George. The gentleman originally intended for the trust subsequently arrived in India, and of course succeeded to it, but the change was conducted in a manner which enhanced the gratitude of your Memorialist towards the nobleman in whose family he had become domesticated, and by whom he continued to be patronized with a friendship which never varied, for it never was abused, and with familiarity which increased respect; respect which approached to veneration. Your Memorialist would feel the impropriety of this encomium in a public paper, if he ventured to introduce it with that view; but adverting to the origin of his

disgrace,

No. 9.

MEMORIAL from Mr. G. Strachey.

disgrace, the unfortunate controversy of Mr. Sherson with the Grain Committee, to which he must particularly allude in the course of his Memorial, it is necessary for him in defence of his own character, attacked as he finds it liable to be by secret imputations, solemnly to deny before your honourable Court, to the best of his remembrance, that he was in any way instrumental to the adoption of the arrangement which placed the public grain under the charge of that gentleman; and in stating this denial of unbecoming interference in one public measure, it is further necessary to state the relative terms on which he stood with the Governor by whom it was adopted, in order to guard against the possible insinuation that he presumes to have possessed, what is vulgarly named influence, in the administration of a man superior to him in age, rank and talents, and infinitely his superior in judgment and in goodness.

5. For the character and conduct of your Memorialist during the short period of Mr. Petrie's administration, he has the honour to refer you, without fear, to that gentleman's report, subject to the observations of either member of his council.

6. On reference to the public records and to the statements annually furnished by the Accountant General, your honourable Court will not observe any greediness of emolument manifested by your Memorialist, or any extraordinary exertion of patronage in his favour under either of the Governments, by which he was avowedly befriended. His interest, he is proud to state, has been always estimated, not by the amount of his allowances, but by the regard in which successive Governors were known to hold him. To be brief with that branch of egotism which is most offensive, your Memorialist had the happiness to find himself at the commencement of his tenth year's residence in India, in possession of a fair character, and with a certain prospect, as he believed, of realizing a moderate fortune.

7. The assumption of this Government by the honourable Sir George Barlow did not give new views to your Memorialist, but certainly shed new light on those which he previously enjoyed. Fair indeed was the opening of a day, and deceitful as it was fair, which abruptly closed on the prospect it had gilded, and but for the glimmering of his own light, has left him in utter darkness. His first reception by Sir George Barlow was flattering in the extreme, a private interview was appointed, when no expression which could create confidence was spared, and every word and every look gave promise of sincerity. The person of your Memorialist was unknown to him, not to his character, which he held in the highest estimation for zeal, talents and integrity. It was not his intention to confine his communications with your Memorialist to the business of the Military Department, but to converse with him freely and confidentially on every subject. The second interview was not by appointment like the first, but was still more pleasing to your Memorialist, as formality gave place to kindness. It was hoped that an order, which had been given by the three Secretaries, to wait daily on the Governor in their way to their offices in Fort St. George, would not be attended with inconvenience to your Memorialist, who indeed would afford the greatest pleasure to Sir George Barlow by again residing altogether at the Government gardens. Your Memorialist replied, and he remembers his reply with pleasure, for it was sincerely made, that he had but one objection to availing himself of the invitation, which was, apprehension that Sir George Barlow had formed higher expectations of the assistance which he would receive from your Memorialist, than ever could be realized; and he then explained to Sir George Barlow the general nature of his connexion with Lord William Bentinck. The Governor's reply was courteous and kind. He was satisfied that your Memorialist would prove to him of all the use which he required, so if that fear were the sole objection, he begged that it might be removed. Your Memorialist accordingly accepted the invitation, and after the trial of a few days, in the course of which his intimate acquaintance with Mr. Sherson was made known to Sir G. Barlow, he once more had the honour to become private Secretary, and on the occasion of his appointment he was further flattered by receiving an injunction, almost parental, to take care of his health and money, and to return as soon as possible to England. He had afterwards the satisfaction to learn that the new Governor had not regretted his selection, for one day on perusing some immaterial order which your Memorialist had drafted according to his direction, he observed to the gentleman by whom it was delivered to him, "right, as he always is." Your

Memorialist

No. 9.

MEMORIAL from Mr. G. Strachey.

Memorialist will be pardoned for this detail, the recollection has neither proceeded from resentment nor excited it, for he finds with pleasure that these little marks of favour produced a lively impression at the time, and it will not have been his fault if ever they should be entirely forgotten.

8. Your memorialist has not been informed whether the honourable the Governor, in compliance with the request conditionally made to him, has recorded all the circumstances connected with the removal of your Memorialist from the office of private Secretary, or it would become him to rely on the candour of Sir G. Barlow, when reporting facts on his own authority that the record would be just and true; but uncertain as he is suffered to remain on this material point, indelicacy cannot be imputed to your Memorialist for relating his own story, in doing which he begs it to be remembered, that the statement which he submits is merely a record of the past, and is not intended as a renewal of observations, which, at the time in question, he was only justified in making by the relation in which he stood to the honourable the Governor, and by the previous remarks which naturally produced his observations.

9. The character of Mr. Sherson being well known to your honourable Court, as it stands on the records of Fort St. George approved by successive Governments, it cannot be requisite for your Memorialist to justify his acquaintance with that gentleman, of whose integrity his opinion has never changed, and whose misfortunes shall not render him ashamed of an unfortunate connexion. The joint appointment which they held of Treasurers and Sub-Directors of the Government Bank, by establishing a daily intercourse between them, naturally increased their intimacy, and became the means of communicating to your Memorialist almost every feeling existing in the mind of Mr. Sherson, by the conduct of the Grain Committee. During the interval between the sudden departure of Lord William Bentinck, and the arrival of Sir George Barlow, while your Memorialist, and one of his Lordship's staff, were endeavouring to procure a house for their accommodation, your Memorialist resided with Mr. Sherson, and was with him in the storm of December 1807, when the great loss occurred in the public grain. It will not be supposed to be the evidence of an accomplice, when he states, that, during his residence with Mr. Sherson, he frequently observed in him an unfeigned appearance of honest satisfaction in the management of the grain; and certainly, after the storm in question, he seized the first moment for visiting his charge; for with that view he crossed a torrent, at the hazard of his life, apparently at least, as the bearers of your Memorialist at the same time refused to risk the same danger. It was not with the alarm of a guilty man, but with a very different countenance, that he made known to your Memorialist the first attempt to criminate his department; nor did he ever manifest any apprehension as to the result of a fair enquiry. It was not to a partial investigation that he looked for the rescue of his character; it was not before a government, the head of which might improperly be conceived as personally interested in the verdict, that he wished to take his trial; for your Memorialist retains fresh in his recollection, the anxiety expressed by Mr. Sherson, that his cause should not be determined by the Government existing at that period, but that it might lie over until the arrival of Sir G. Barlow, on whom he confidently relied for a fair hearing of his case, and a favourable but impartial judgment. Your Memorialist could swear almost to the very spot where this conversation happened. Let not the enemies of Mr. Sherson impute the anxiety which he expressed to the rumour then prevailing at this presidency and in Bengal, that your Memorialist was to be private Secretary to the new Governor; for no ground existed, at least in the knowledge of your Memorialist, for crediting that rumour; and when the event had actually taken place, never did Mr. Sherson use a direct or indirect endeavour to influence the decision of the new Governor, through the channel of the private Secretary; never did the private Secretary make known to Sir G. Barlow the confidence reposed by Mr. Sherson in his public justice. The necessity which he feels, that your honourable Court should know the degree of interest taken by your Memorialist, in the case of Mr. Sherson, at the time when he was received into the confidence of Sir G. Barlow, will, he hopes, be deemed a sufficient apology for this digression.

10. After his appointment to be private Secretary, your Memorialist long refrained from any interference in the case of Mr. Sherson, whose first Memorial to your honourable Court he was persuaded, with great difficulty, to read; when

No. 9.

MEMORIAL from Mr. G. Strachey.

when all the aid which he tendered or afforded, was to notice some little inaccuracies in the form of the address, and to recommend greater mildness of expression. But your Memorialist could not close his door against the man with whom he had been so lately living on terms of intimate hospitality; nor could he close his ear to one who continually complained, with the undesigning fluency so natural to a person considering himself in a state of persecution. The inevitable consequence ensued: feelings were kept awake, which he wished to have lain dormant; for almost every day brought with it some new occurrence to increase his interest in a cause, with which personally he was unconcerned. Strange indeed it would have been, if in a settlement where all was feeling, where all was wonder and indignation at the treatment of his friend, he alone should have remained in a state of apathy. But whatever may have been the conduct of your Memorialist, and he is not aware that he stands materially committed, the feelings by which he was possessed were not wholly inconsistent with his duty, either as a public or a private servant; for he remembered with resentment the attack which had been made on the public measure of a former Governor; and much as he felt for Mr. Sherson, he felt more strongly and more painfully (rightly or erroneously is not the question) that on the judgment to be given in the case of that gentleman, depended the reputation of the existing Government. Still it was a subject on which the Governor and your Memorialist never conversed together, and their silence was creditable to both; the one believed the delinquency of Mr. Sherson, and feared to hurt the feelings of his friend by stating that belief; the other was persuaded of his integrity, but avoided the appearance of desiring, by private representation, to prejudice the man by whom he was to be judged. Yet the delicacy of the superior was so far unfortunate, as it possibly may have tended to confirm the dependant in the wrong opinion which he was already too willing to indulge; that on all points, on which the support of Government had not yet been given to the Grain Committee, he was left at liberty to exert himself in a cause in which he was so warmly interested; and even now, if the mind of Sir George Barlow could have been satisfied of the innocence of Mr. Sherson by any public paper laid before the Governor in Council, your Memorialist would be happy to have been the secret means of effecting that gentleman's exculpation: not so if Mr. Sherson had been acquitted, and any well-grounded rumour had arisen, that he was indebted for his acquittal to the whispered communications and undue influence of private friendship; for in that case, your Memorialist would feel that he had taken unfair advantage of honourable confidence, and had brought discredit on a name which he was bound to have held sacred as his own.

11. The talents of your Memorialist, however, such as they may be, were never exercised in Mr. Sherson's favour, except on one occasion, when he was actuated by the principle which he has stated; but as Mr. Sherson never availed himself of the letter which was written, your Memorialist cannot justly be held accountable for that assistance; and his only reason for making mention of it in this place, is, that he before mentioned it (he means the mere fact and not the purport of the letter) to the honourable Sir George Barlow, who not improbably was influenced in his determination to remove your Memorialist from the office of private Secretary, as well by his knowledge of the letter which was suppressed, as of one which was actually delivered; and which, relating to a simple point, had not required the exertion of any talent. Mr. Sherson having been desired by the Grain Committee to furnish them with some document (if your Memorialist rightly recollects, a list of the proprietors of certain banksalls rented for the Company) expressed his determination not to comply with the requisition, being bound, as he conceived, by the positive injunction of his law advisers, not to hold communication with the Committee on any account. Your Memorialist, too, believes, that if a client shall act against the instructions of his counsel, it is held that he forfeits from that moment all claim to be defended. Be this however as it may, your Memorialist is not answerable for the advice given to Mr. Sherson, or for that gentleman's determination to abide by it. He is accountable only for the manner in which the determination was made known to the Government; and which, under the stated prohibition of direct intercourse, appeared to him to be the best mode of conveying it to the Grain Committee. The following letter was dictated by your Memorialist on the occasion:

No. 9.

MEMORIAL from Mr. G. Strachey.

" To the acting Chief Secretary to the Government at Fort St. George.

" Sir,

" I have the honour to transmit to you the copy of a letter, which I have " received from the Secretary to the Grain Committee.

" Being threatened with a criminal prosecution, in the success of which two " members of that Committee are personally interested, it will naturally occur " to the honourable the Governor in Council, that I am anxious to avoid any " communication with them, and therefore request that the Committee may be " directed to refrain from harassing me with unnecessary applications for infor- " mation, which it is the duty of one of their own members, their late Secretary, " and my late assistant, to be equally able to afford.

" I have the honour to be,

&c. &c. &c."

12. Such was the letter written by your Memorialist, which, as he afterwards discovered, differs from the one delivered by Mr. Sherson, but not essentially; still, however, he could wish to have been furnished with a copy of the letter actually recorded, nor can he understand the difficulty which has opposed a compliance with his request for that indulgence. But to proceed. Your Memorialist was indebted to the friendly and confidential intercourse which subsisted between the three Secretaries of Government, for an early intimation of the effect produced by Mr. Sherson's letter. He was informed by the acting Chief Secretary *, who, however, was not aware that he was speaking to the writer of the letter, that it had given great offence that one member of the Council had declared his opinion, that Mr. Sherson ought to be suspended from the service, and that the President was evidently disposed to proceed to that extremity. Your Memorialist cannot easily describe the shock with which he received the information. All feeling for Mr. Sherson was instantly banished from his mind—he felt for himself alone—he found himself unexpectedly committed in his own conscience with the man under whose roof he lived, and whose confidence he enjoyed. To conceal what he had done appeared to him like petty treason, and to declare it, was actually to incur the charge: his situation was truly critical, but there could be neither difficulty nor doubt in deciding on the step which he should take; for by one only could he preserve himself in his own esteem, and that was his only object. He immediately avowed the fact to Sir George Barlow, unknown to Mr. Sherson; nor did he ever communicate to that gentleman the step which he had taken.

* Mr. Keble.

13. According to his intention, stated in a preceding paragraph, your Memorialist was prepared to have detailed, with considerable accuracy, the conversation which ensued between him and Sir George Barlow, immediately on his avowal of the letter, but on reflection he determines to suppress the narrative, which, to be faithful, must be complete. Warm expressions, used by your Memorialist on that occasion, regarding certain points and certain persons, might be deemed unfit matter for public record, and would probably be the means of perpetuating ill will between men whose duty it may hereafter be to act cordially together for the public good. If the honourable Sir George Barlow, or any member of the Council, should require the detailed statement, your Memorialist will produce it at command; but, as far as it concerns either Sir George Barlow or himself, he considers it sufficient to report the general tenor and result of a painful interview. The Governor received the declaration of your Memorialist with great surprize, but seemingly with more concern than anger; and, on his observing the dilemma into which he would be thrown, if any gentleman of the Council should bring forward in his place the fact of the private Secretary, and Secretary of Government, being employed in writing letters for Mr. Sherson, your Memorialist tendered to him the resignation of both his offices. The Governor replied, that he would take the offer into consideration, and then parted from your Memorialist, expressing approbation of his motives, and assuring him of unchanged esteem.

14. It afterwards occurred to your Memorialist, that the jealous sense of official propriety manifested by Sir George Barlow, might be satisfied with a less sacrifice than that which had been offered, and accordingly he suggested what he deemed an adequate atonement for the offence. The private note which he addressed to Sir George Barlow with this view, was a slovenly production, written

No. 9.

MEMORIAL from Mr. G. Strachey.

written hastily and only for the perusal of one person. Your Memorialist therefore would be sorry to record it, especially as it is liable to the same objection, which induces him to refrain from detailing the previous conversation. Indeed, it is scarcely necessary even to state the measure which he suggested. He proposed, however, that Sir George Barlow should avoid the dilemma which he apprehended, (unreasonably in the opinion of your Memorialist, for a decent concealment of the assistance given to Mr. Sherson rendered it unlikely to be known) by laying before the Council the transgression which had reached his knowledge, and by suspending your Memorialist for a certain period from his public functions.

15. The deliberation of three days enabled Sir George Barlow to decide on the proceeding most proper to be adopted. He resolved not to notice the official indecorum which had been committed; for, God forbid that he should injure the public name of your Memorialist; but with respect to the situation of his private Secretary, he held himself at liberty to dispose of it at his own pleasure; and conceived that no person was entitled to enquire his reasons for any change which he might make. His arrangement would be communicated to your Memorialist, as soon as it should be determined.

16. These conversations passed in the middle of April 1808. Towards the close of May, your Memorialist took occasion to observe to Sir George Barlow, that he found himself in a most irksome situation, possessing the name and drawing the salary of the private Secretary, but untrusted and unemployed. Sir George Barlow replied, that the feeling was all wrong; that he had never since reflected on the act to which your Memorialist alluded; that he was sure his manner of conducting himself towards your Memorialist had not changed; that he had the same confidence in him as ever, the same esteem for him, the same pleasure in his society; that with respect to not employing him, he really had not any thing for him to do; that the office of private Secretary was more of a public than a domestic nature; and that public business was so conducted at this presidency, as to render his employment of your Memorialist unnecessary.—When asked whether he had abandoned his intention of changing his private Secretary, he answered, that a discontinuance of that intention was by no means to be understood; and he repeated his opinion relative to the tenure of that office, the salary of which he thought your Memorialist was wrong in objecting to continue to receive. He trusted that the assurances given to your Memorialist had relieved his mind from all uneasiness, and again informed him, that he would communicate his arrangements to him as soon as they should be made. On the 18th July following, your Memorialist received the promised information, when it was hoped that he felt no resentment; he replied, that he should consider himself ungrateful if he did. Sir George Barlow then assured him of his undiminished esteem, and of his anxiety to promote his interests. He further expressed his wish, that your Memorialist would continue an inmate of his family; but the pride of your Memorialist was not so humbled by misconduct, or so softened by forbearance, as to suffer him to submit to so low a degradation. He declined, however, the invitation in terms of respect and gratitude; and he felt what he professed, for the general treatment which he had received. If your Memorialist should be asked, whether he has since continued to cherish that sentiment, he would be a hypocrite indeed if he should affirm it, or even could wish it to be believed; but he can truly say, that he instantly suppressed the only impulse of resentment which he ever felt at his removal from the office of private Secretary, for that removal was not unjust, neither was it ungenerously conducted; and that of all his thoughts regarding Sir George Barlow, the most pleasing to him are those in which he remembers he was kind, and persuades himself to believe that he was sincere. The peculiar circumstances of his present situation, and the cause which has evidently produced it, appear to your Memorialist to render proper what might otherwise be deemed an impertinent declaration of his feelings.

17. From the day of their separation, the honourable Sir G. Barlow and your Memorialist never conversed together except in council on any subject. The Governor never sent for your Memorialist to speak with him on the business of his department, but conveyed every communication necessary to be made, either in the form of a memorandum, or through the channel of his Military Secretary.

On

No. 9.

MEMORIAL from Mr. G. Strachey.

On the other hand, your Memorialist did not endeavour to obtrude himself on the notice of the Governor, for it rarely happened that he required any instructions for his guidance beyond those which he received at the two weekly councils, and the Chief Secretary was always at hand to ascertain for your Memorialist the pleasure of the honourable the President in the case of an emergency. Your Memorialist was the more confirmed in the propriety of his proceeding by the recollection, that at his last interview with Sir G. Barlow, he had offered to ascertain a military point of no very material consequence, and strictly appertaining to his public office, when he was informed by Sir G. Barlow, that he himself would ascertain it. Subsequent reflection on this little fact has nearly persuaded your Memorialist, that his removal from the Secretary's department was then in meditation, and not impossibly the refusal of his offer was intended to prepare him for that event. He had not afterwards however any reason to apprehend that Sir G. Barlow was in the least dissatisfied with his conduct, for almost to the last day of his attendance at the council table, his usual bow of formality and respect was greeted by the President with the smile of benevolence and the nod of familiarity. Your Memorialist continued therefore to discharge his official duties, neither sullenly nor inefficiently, in the humble hope of rising in due time to the head of that branch of the public service to which he was attached, and content for the present to remain exactly where his late patron found him, without expectation or desire of benefiting by his further patronage. Once indeed, about the time of his separation from Sir G. Barlow, he experienced some alarm from a rumour which arose, that it was intended to get rid of him altogether by the abolition of his public office, and he was told that the rumour had been traced to a long established oracle of evil; but it subsided almost as soon as it arose, and he was suffered to remain in a state of unsuspecting security.

18. It is unnecessary for your Memorialist to dwell on the mortification which he experienced in common with the other Secretaries of Government, at the unprecedented appointment of a member of the Board of Revenue to the general superintendance and control of the Secretaries department, or the occasion of the mission of the Chief Secretary to Europe. A copy of the letter which he felt justified in addressing to the President of the Council on that occasion, is inserted in the Appendix to this paper, in the manner in which he has since placed it at the disposal of Sir G. Barlow. Your honourable Court must not attribute to that letter the further degradation of your Memorialist, for it is well known, that before that letter was delivered, a secret arrangement had been made for giving his office to another; and even without a knowledge of this fact, your Memorialist could not believe the contrary; for could he respectfully believe, that having been permitted to withdraw the letter, in order to avoid the threatened displeasure of Sir G. Barlow, it was still to operate to his prejudice, while the gentleman equally implicated with him in expressing the sentiments which it contained, was permitted to enjoy the whole benefit of his recantation.

19. The Secretaries of Government, previously to the departure of Mr. Buchan, were generally prepared for a new arrangement of the department, but while both his colleagues were considerately informed by Sir G. Barlow of his gracious intention towards them, your Memorialist was studiously kept ignorant of his destiny. It could not he thinks have been desired to aggravate his anxiety, by extending it to his friends in England; yet for the sake of two in the decline of life, who did not require the disquietude of care in addition to infirmities and sorrow, he cannot but regret, that a timely preparation for his fate should have been deemed inconsistent with the disgrace with which it was intended to overwhelm him. Mr. Buchan proceeded on his voyage, the member of the Board of Revenue assumed the charge of the Chief Secretary's office, the Secretary of Government in the public department was honourably removed to the offices of Sub-Treasurer and Postmaster General, the Secretary of the Government in the Revenue and Judicial Department, was openly announced as a Judge of the Sudder Adawlut, and at the same time was flattered with a request to continue to officiate as Secretary until the arrival of his successor in that trust; thus, of the three Secretaries of Government, your Memorialist alone was made to feel the disgrace of the supercession. He did not however manifest any further sign of discontent, on the contrary he became reconciled to his lot, and took, with seemly pride, increased pleasure in facilitating the dispatch of public business.

He

No. 9.

MEMORIAL from Mr. G. Strachey.

He claims no merit for resignation under disgrace which he ceased to feel; for so considerate was the conduct of the gentleman by whom he was superseded, that the wound was closed by the very instrument with which it had been inflicted. It was in a private note from Mr. Falconar, that your Memorialist received the first intimation of his removal from the Secretary's office; "of course "you will have heard," wrote that gentleman "of your new appointment, I am "sorry so soon to be deprived of your useful services." Your Memorialist had not heard of his new appointment, but he found, on returning to his office, that a memorandum had been publicly circulated by the Governor, recommending in a general sweep of obnoxious characters, the removal of your Memorialist to be Judge and Magistrate at Cuddapah, and the substitution of that officer as Secretary of Government in the Military Department. In ordinary times, if this arrangement had been practicable in regard to your Memorialist, it might have been considered as a mere exchange of situations effected by desire of both the parties, and although involuntary on the part of your Memorialist, he might tacitly have encouraged that belief; but the tenor of the public dispatches from this presidency at the time in question, was too generally known to have admitted of that favourable construction, even if your Memorialist had been qualified to undertake the office to which he was transferred; and to place the intention of the transfer beyond the possibility of doubt, the Secretary to the Board of Revenue was directed to take charge of the late office of your Memorialist, until the arrival of the new Secretary of Government; no reputable reason existed for this arrangement; your Memorialist was informed, that the oath of office would be administered to him by the regiſter of his court, consequently the new Secretary was not expected to remain at Cuddapah until relieved by your Memorialist, and the distance of Cuddapah from the presidency is but the journey of a few days; neither was the presence of the new Magistrate immediately required at his station, for the station was kept vacant, not even in charge of the register, from the 17th of March to the 31ſt of August; what cause then could be assigned for the temporary appointment of Mr. Wayte, which appeared in the public prints and in general orders? none creditable to your Memorialist. It was an evident declaration, that the late Secretary was deemed unworthy of his trust for a moment longer; and at the critical time when it occurred, the youngest subaltern might have exclaimed, "he too has fallen under the lash of Govern-"ment," and then have completed his disgrace by toasting him as a martyr for the army. Your Memorialist is indebted to the temperance of his own conduct, not to the consideration of Sir George Barlow, for his fortunate escape from that indignity.

G. O. 18 March.

20. Your Memorialist met his unworthy treatment with determined moderation. He begged to know the cause of his removal from the Secretary's office, and respectfully declined the judicial situation to which he was appointed, on a true though not the only ground, that he was unqualified to hold it. He was directed, in reply, to join his station without delay.

Appendix, N° 3.

21. A peremptory order to take the oath of office as a Judge, in reply to a letter which had represented his utter inability to discharge the duties of that office, left to your Memorialist no alternative, but positive disobedience, or most scandalous inconsistency. In such a case there could be no difficulty of choice, however ruinous might be the consequences. He accordingly stated his concern, that he could not obey the order which he had received.—Reflecting at the same time on the severe disposition of the Government, he most humbly deprecated an ignominious appointment to any subordinate situation, or suspension from the service on the ground of contumacy.

Appendix, N° 5.

22. From the 24th of March to the 12th of June, your Memorialist waited with extreme anxiety for the determination of the Governor in Council. He then endeavoured to obtain it, by applying for the usual authority to draw the allowance of a civil servant without employ; but no notice being taken of his application, he at length resolved to relieve himself from a state of intolerable suspense, by soliciting permission to return to England, and eventually to resign the service. The receipt of all his letters was acknowledged on the following day; but the only reply which he received, was permission to draw the subsistence of his rank from the date of his removal from the Secretary's department.

D° N° 7.
D° N° 8.
D° N° 9.

23. Having thus succeeded in avoiding the apprehended dishonour of suspension from the service, or of exile from the Presidency, your Memorialist reverted

No. 9.

MEMORIAL from Mr. G. Strachey. Appendix, N° 10.

to his other object, and endeavoured to obtain an explanation of the disgrace which he had actually incurred. He will not here weary your honourable Court by detailing the fruitlessness of his attempts, or the fallacy of his expectations, but he begs leave to refer you to the many letters subjoined to his Memorial, which sufficiently explain both his feelings and his conduct.

24. To this day your Memorialist continues to be informed, that he was not dismissed from the Secretary's office, but was removed to one of great respectability and of more emolument; on this plea, and on the ground of the general right possessed by the Governor in Council, to employ the servants of the honourable Company according to his discretion, it is attempted to defend, and even to explain, the removal of your Memorialist to be Judge at Cuddapah, and the transfer of that officer to the place of Secretary. The general right asserted cannot be denied, yet surely the discretion is not arbitrary, but is only to be exercised for the advantage of the public service; in which event, although it is usually provided, that the pecuniary interests of a public officer shall not suffer by his selection, yet if any circumstance should prevent that provision from being made, no man of correct principles, and entitled to a public name, would, on that selfish ground, object to a political arrangement. But if, as in the case of your Memorialist, he be removed from an honourable trust, with a liberal salary, and be nominated to an office which he is not qualified to hold, and which consequently, as a man of correct principles, he is unable to accept, it cannot without mockery be contended, that his interests have been benefited by the change, or that the public service has been permitted, otherwise than by his privation of employment, which alone would be a stigma on his character. If still further, as in the case of your Memorialist, the removal of the public officer shall have been attended with every mark of displeasure and disgrace, the act of dismission is complete, and he is justified in expecting a full explanation of the cause, as well by the common rules of conduct, as by the considerate directions of your honourable Court. Your Memorialist is not insensible to kindness, but he cannot feel gratitude for that forbearance which is more ready to punish than to accuse, and does not hesitate to stigmatize as guilty while it withholds the proof of guilt.

Orig.

25. Your Memorialist has never pretended ignorance of the real cause of his disgrace; for, considering the time and manner of his removal from the Secretary's office, he stands accused on the records of this Government, and in the face of this community, as plainly as appearances can speak, of insubordinate and factious conduct: but if the Governor in Council was not prepared to state the instances in which he had acted factiously or insubordinately, and to exhibit proofs in support of an accusation so evidently implied, that it never has been doubted, your Memorialist submits to your honourable Court, if his removal ought not to have been conducted with greater decency. If the honourable Sir George Barlow was so convinced in his own mind of the guilt of your Memorialist, as to deem it superfluous to afford to him, even in consideration of their former intimacy, a private opportunity of defending himself, still his displeasure might have been signified to him in that manner (for many were the friendly channels of communication through which it might have been conveyed) and your Memorialist have been permitted quietly to retire from his office, when, with a mind comparatively at ease, and thankful for consideration even in injustice, he might successfully have studied to attain the requisite qualifications for a new employment, instead of being kept, as he has been, in a state of vexatious preparation to repel every possible attack. Your Memorialist is too well aware, that little credit and less advantage can be gained, by engaging in a controversy with superior power; but on his case remonstrance has been unavoidable: the public proceeding of Sir G. Barlow has compelled him to insist on a public justification; and however frequent or urgent his representations may have been, he must stand acquitted in the eyes of honour and of reason of the charge of unnecessary importunity.

26. As for the charge of faction, general accusations of that nature are only to be met by a general denial, except where instances can be adduced of the active exercise of a different spirit; and unfortunately (or perhaps fortunately, for retirement is not evidence of faction) the retired disposition of your Memorialist, admits not of the production of that proof. He will declare, however, that he is wholly unconnected with any party; that he is neither a creditor of the Nabobs

of

No. 9.

MEMORIAL from Mr. G. Strachey.

of the Carnatic, nor a speculator in the purchase of Carnatic paper; that he has not attended any meeting of this settlement which has been deemed factious; that he has not written, signed, circulated or approved any paper, the contents of which have been deemed offensive to the authority or the dignity of the Government; that he has discharged his public functions with scrupulous fidelity, not to say with jealous vigilance, for the honour of the Government in his own particular department, and although not given to court their favour, that he has never failed in personal respect and courtesy to the President or to any member of the Council; that with regard to the cause of Mr. Sherson, in which he has avowed so warm an interest, his assistance to that gentleman, subsequently to the act of dictating the letter inserted in this Memorial, has been confined to recommending simplicity and moderation in his appeal to your honourable Court; and your Memorialist is not aware, that either by private conversation or by private correspondence, he ever gained or tried to gain one convert to his own unchangeable opinion of Mr. Sherson's innocence. He might, perhaps, without any impropriety appeal to unsuspected friends, and to a settlement no longer agitated, for testimony in favour of his unoffensive conduct; for the persons in daily intercourse with your Memorialist, and consequently the best acquainted with all his habits and all his communications, have in vain endeavoured to conjecture any just grounds for the harsh treatment which he has experienced, and of which, with a very limited and very natural exception, there exists as far as he can learn but one opinion, and that not manifested by clamour against the cause, but by increased friendship towards the object. Your Memorialist, however, will appeal to one person only, and that one shall be the man by whom only he was ever injured. The honourable Sir George Barlow may possibly recollect, if the speech were truly meant, and not merely complimentary, that, on appointing your Memorialist to be his private Secretary, he observed, that from that hour he considered him as a second self. If so flattered and so trusted your Memorialist never once betrayed a disposition to intrigue (and if he did betray it let it be asserted) that alone, according to his notion of human nature, might be received at least as negative evidence in his favour against the charge of factious conduct under any circumstances. But the decision of Sir George Barlow has already passed, and never can your Memorialist sufficiently lament, that the same Governor who had found him in possession of so fair a character, had assured him of unchanged esteem to the last moment of their connexion, and had solemnly expressed such great anxiety to preserve his public name from the slight blemish of an official indiscretion, should, on no better ground than private information, kept secret from the man whom it was meant to injure and whom he professed to serve, have branded him by a formal act as a public officer unfaithful to his trust, as a partizan of faction, and a dangerous member of society. Inconsistently, indeed, with the known object of his removal from the Secretary's office, namely, that imperious necessity which was stated to exist for breaking up an insubordinate and factious spirit prevailing at the presidency, your Memorialist has been permitted to remain there to the present hour, in times of alarm and tumult; when, if he had been factiously disposed, ample room was given for the exercise of that spirit; when too his mind might reasonably be supposed to have been exasperated by disgrace, and when the ruin of all his prospects has rendered him comparatively a desperate character. Where then was the imperious necessity for his disgraceful sentence of transportation? Let not your honourable Court be persuaded to believe, that your Memorialist has acted from improper feeling, and with the petulance of a child has thrown from him a valuable employment; for deep must have been his sense of the disgrace which he avoided, when, in declining an honourable office on the plea of inability to discharge its duties, he deliberately rejoiced from the bottom of his heart in the consciousness of disreputable incapacity.

27. Your Memorialist has frequently regretted his ignorance of the native languages, and never thought that he could possibly have rejoiced in the absence of a useful and highly creditable acquirement. He will not dwell on the unhappy cause of his early derelection of an irksome study, for however tolerated by partial friends, it was inconsistent with the views and duties of public life, and is not of a nature to be publicly assigned. He will not urge a general failing in defence of his own deficiency; neither will he plead the particular difficulty of acquiring a native language at this Presidency, where the English tongue is the usual medium of public business and of private intercourse; for great as is the difficulty,

No. 9.

MEMORIAL from Mr. G. Strachey.

others have surmounted it. Reserved habits and want of confidence, are even greater obstacles to the attainment of a living language, but still do not justify his imperfection; for habits are to be subdued, and confidence may be acquired. It may perhaps be admitted, in extenuation of his ignorance, that the knowledge of a native language was wholly useless in the particular line in which he served, and to which his views were exclusively directed; but it being the undoubted duty of every servant of the East India Company to labour to obtain all qualifications which may be useful in the management of their affairs, your Memorialist must throw himself entirely on the indulgence of your honourable Court, which he does the more readily from the consciousness that he is not to blame for having ceased to be profitably employed. But whatever may be your decision on this point, he is at least secure, that when he states the ground on which he publicly declined the office of a Judge, your honourable Court will allow to him the privilege of a gentleman, and will believe the word which he has pledged.

28. Your Memorialist begs pardon for having troubled your honourable Court with this long and tedious representation. He does not apply to you for the redress of any grievance, for he knows that the heavy loss of fortune which he has sustained is irreparable on any public principle, and if he could desire, under existing circumstances, to return to the Secretary's department, he would not by appealing to your authority endeavour to effect his object: for insubordinate and factious as he may be, he could not derive any triumph from returning to his office against the will of the President of the Council: he once indulged a hope that, like other gentlemen removed with your Memorialist who have since resumed their former functions at the Presidency, he also might have been justified by being silently replaced, when time should have ascertained that no necessity had existed for his removal; but he has now reason to believe that his restoration has ceased to be desirable even to himself; and that the person from whom alone he was willing to have received it as a favour and with thankfulness, has placed that act of justice beyond the reach of his own power to accomplish. Your Memorialist has consequently resolved to direct his views to another branch of the public service; and as the reason which before rendered him desirous of avoiding a subordinate appointment no longer exists, he will endeavour to acquire the necessary qualifications in the usual manner, unless indeed the only indulgence which he proposes to solicit shall be refused to him from an unworthy suspicion of his motives, or his object be altogether frustrated by the failure of his health, or by some new measure of severity.

29. In the meantime he deems it to be his duty, as a servant of the East India Company, to lay before your honourable Court the hardship which he has actually endured; and he accordingly submits it to your judgment in these two general Questions.

First. Are the public Secretaries of Government to be considered as mere personal Staff Officers; and as such, to be liable to removal from their trusts at the arbitrary discretion of the Governor?

Second. Is a public Secretary, or any public officer, to be exposed to disgrace and ruin on the ground of informations studiously concealed from them, and possibly obtained from interested persons, or from private enemies?

In the opinion of your Memorialist, (and where the individual has suffered so severely he may be pardoned for given an opinion) in the same manner that the Government are responsible to your honourable Court for the acts which they commit, the Secretaries of Government are answerable to the same authority that those acts are faithfully recorded; and while they and every public officer are bound in honour to defend their characters, if openly attacked, they have an equal claim on the Government which they serve for a safeguard against assassination.

Your Memorialist has the honour to subscribe himself, with the greatest respect,

Honourable Sirs,

Your most faithful and most obedient humble Servant,

(Signed) *George Strachey.*

Fort St. George, 1st March 1810.

(A true copy.) (Signed) *D. Hill,*
Head Assis^{t} to the Chief Secretary.

Appendix to No. 9.

No. 9.

Appendix. (No. 1.)

COPY of a GENERAL ORDER by GOVERNMENT, dated the 18th of March 1809, as inserted in the Government Gazette of the 30th of that month.

THE honourable the Governor in Council has been pleased to appoint Mr. J. H Peile, to be Secretary in the Military Department of Government.

Mr W. Wayte to act as Secretary in the Military Department of Government till the arrival of Mr. Peile.

By order, &c.
(Signed) *A. Falconar*,
Chief Secretary to Gov^t.

To George Strachey, Esq. (No. 2.)

Sir,

I am directed to acquaint you, that the honourable the Governor in Council has been pleased to appoint you to be Judge and Magistrate of the zillah of Cuddapah.

I have the honour to be, &c. &c.
(Signed) *A. Falconar*,
Chief Sec^y to Gov^t.

Fort St. George, 18th March 1809.

To Alexander Falconar, Esq. Acting Chief Secretary at Fort St. George. (No. 3.)

Sir,

I have the honour to acknowledge the receipt of your letter of this date, informing me that the honourable the Governor in Council has been pleased to appoint me to be Judge and Magistrate of the zillah of Cuddapah.

2. It having been found expedient, for reasons which I request to know, to remove me from the office of Secretary of Government in the Military Department, I cannot but express myself indebted to the honourable the Governor in Council for the consideration which he has shewn in endeavouring to provide for me in another manner.

3. The Governor in Council, however, appears not to have been aware (and I should hope that he will learn the fact with some concern) that the provision which he has made for me is merely nominal. Encouraged by successive Governors, from the moment of my arrival in India nearly to this day, to confine my views to the Secretary's department, I have not acquired the knowledge of any native language, and am wholly ignorant of the duties of a zillah Judge. So situated, the Governor in Council will not accuse me of disrepect, when I state that I cannot conscientiously accept the charge, and I accordingly beg that you will submit my respectful request for his permission to decline it.

I have the honour to be, &c. &c.
(Signed) *G. Strachey.*

Fort St. George, the 18th of March 1809.

To George Strachey, Esq. (No. 4.)

Sir,

1. I am directed to acknowledge the receipt of your letter of the 18th instant; and to acquaint you, that the Governor in Council desires you will proceed to join your station without delay.

2. I am further directed to acquaint you, that Mr. C. Fullerton has been commissioned to administer to you the oaths prescribed by the regulations to be taken and subscribed by a Judge and Magistrate, previously to entering on the discharge of the duties of his office.

I have the honour to be, &c. &c.
(Signed) *E. C. Greenway*,
Acting Sec^y to Gov^t.

Fort St. George, 22^d March 1809.

To E. C. Greenway, Esq. Secretary of Government, Fort St. George. (No. 5.)

Sir,

1. I had the honour this day to receive your letter of the 22d instant.

2. I am not ignorant of the standing order of the honourable Company, under which I am liable to the disgrace of being suspended from their service, for refusing to accept any office to which the honourable the Governor in Council may determine to appoint me; but I trust that the intention of that order will be duly considered, before the strict letter of it shall be enforced against me.

3. The object of the order, according to my conception of it, is the punishment of contumacious and unprofitable servants; unprofitable either from confirmed habits of indolence,

No. 9.

Appendix.

or from neglect of the interests of the Company for the pursuits of private speculation. If this be the sole object of the order, it is not applicable to my case.

4. The reasons which I have stated, (and I trust in language which has been deemed respectful) for declining the appointment so unexpectedly conferred on me, are sufficient of themselves to acquit me of the charge of contumacy. I can further truly say, that I feel the whole extent of my misfortune, in not being able to accept it; the refusal is certain loss, and may be ruin to me; but I decline it from a sense of duty, from a regard for character. Wholly unqualified for the trust, I should only, by attempting to discharge it, do injury instead of justice, and disgrace both the office and myself.

5. I do not pretend to justify the incapacity under which I labour, as I ought not perhaps, at this period of service, to have been found so wholly unprepared for such a situation. The cause, however, which I assigned in my former letter, for my ignorance of a native language, will I hope be received with some indulgence, and that the character of an unprofitable servant will not be attached to me on the ground of habitual indolence.

6. With respect to the pursuits of private speculation, they are entirely foreign to my views, which have been uniformly and exclusively confined to the service of the honourable Company. It is my earnest desire to be suffered to continue in that service, and I cannot afford a stronger proof of it, and of my anxiety to avoid dismission on the ground of contumacy, than to state myself prepared to undertake the charge of any office the duties of which I am competent to perform, or to bear the duties of any line in the subordinate situation of an assistant. I trust, however, in consideration of my standing in the service, and of the honourable office which I lately held, and to the last without reproach, that the Governor in Council will spare me the mortification of being sent to learn my duty in so humiliating a manner; but that if the arrangement which has taken place cannot now be changed, he will permit me, for the present, to remain quietly without employ, when by carefully dedicating all my time to the attainment of such qualifications as may be necessary to my future promotion in the service, I shall endeavour to provide the best defence against sinking into disrepute and despondency.

I have the honour to be, Sir, &c. &c.
(Signed) *G. Strachey.*

Fort St. George,
the 24th of March 1809.

(No. 6.)

To George Strachey, Esq.

Sir,

I am directed by the honourable the Governor in Council, to desire that you will attend the Supreme Court, for the purpose of taking the oath of qualification to act as a Justice of the Peace.

I have the honour, &c. &c.
(Signed) *E. C. Greenway,*
Acting Secy to Govermt.

Fort St. George,
25th March 1809.

(No. 7.)

To Alexander Falconar, Esq. Chief Secretary at Fort St. George.

Sir,

1. In my letter of the 24th of March last, addressed to the Secretary of Government in the Judicial Department, I had the honour to repeat my reasons for declining the appointment of Judge and Magistrate of the zillah of Cuddapah.

2. A period of three months having nearly elapsed since the date of that letter, I trust that I may be excused if I now beg you to submit to the honourable the Governor in Council my request, that the Civil Auditor may receive the usual authority for permitting me to draw the allowance of a junior Merchant, without employ from the 17th of March last, being the date of my removal from the office of Secretary of Government in the Military Department.

I have the honour to be, &c &c. &c.
(Signed) *G. Strachey.*

Fort St. George,
12th June 1809.

(No. 8.)

To Alexander Falconar, Esq. Chief Secretary at Fort St. George.

Sir,

In the letter which I did myself the honour of addressing to you on the 12th ultimo, I requested the permission of the honourable the Governor in Council to draw the established allowance of a junior merchant from the date of my return from employment. The payment of the civil allowances in arrear for the month of June has since been advertised in the Government Gazette; but I have not yet had the honour to receive a reply to my application.

2. When the honourable the Governor in Council was pleased to remove me from the Secretary's department, in which I had been employed from the date of my arrival at Fort St. George, it became equally my duty and my wish to have remained in India, with the view of qualifying myself eventually for the line to which I had been unseasonably transferred, and I entertained a hope that in the course of one or two years the attainment of a native language would have justified me in applying for the office of a zillah Judge; but the state of suspense in which I have been kept with respect to the intention of the Government

No. 9.

Appendix.

Government towards me having effectually prevented me from persevering with success in a difficult and uninteresting study; and as it appears to be intended that I shall not receive the ordinary subsistence of my rank, without which aid I cannot support myself in India, unless by materially impairing the small principal of my fortune, I am concerned to be under the necessity of abandoning my attempt at a period when, under circumstances less discouraging, it might still continue to be practicable, and of requesting the permission of the honourable the Governor in Council to return to England, that while yet in the prime of life, I may endeavour to obtain in some other profession the competency for which I have vainly laboured in the service of the East-India Company.

3. It is due, however, to my friends at home, by whom I was originally placed in that honourable service, and who have subsequently watched my progress with interest and satisfaction, that I should not precipitately retire from it without their consideration and consent; I therefore hope, that the honourable the Governor in Council will permit me to proceed to England on the plea of private business: but if it shall be his pleasure to determine, that in order to obtain this indulgence, I must actually resign the service of the Company, in that event I cannot hesitate, under the circumstances which I have stated, to tender my resignation to him; and I beg that you will tender it accordingly.

I have the honour to be, &c. &c. &c.

Fort St. George, the 3d of July 1809. (Signed) *G. Strachey.*

To Mr. George Strachey.

(No. 9.)

Sir,

I am directed by the honourable the Governor in Council to acknowledge the receipt of your letters of the 24th March last, 12th ultimo, and 3d instant, and to inform you, that the necessary authority has been granted for enabling you to draw the allowance of a junior merchant without employ from the 17th of March last.

I am, &c. &c.

Fort St. George, 4th July 1809. (Signed) *A. Falconar,* Chief Secy to Govt.

To the Honourable Sir George Hilaro Barlow, Bart. K.B. &c. &c. &c.

(No. 10.)

Sir,

1. The Government having acceded to my wish to be permitted to remain for the present without employ on the established allowance of my rank, and having confined themselves to the notice of that point in their reply to my several representations, I trust I shall be forgiven, if in a letter addressed directly to yourself, I take the liberty of reverting to the request which I submitted through the channel of the Chief Secretary on the 18th of March, that I might be informed of the grounds on which I had been removed from the Secretary's Department.

2. At a time like the present, when your mind must be so much occupied with affairs of far greater moment than the fortune and character of an individual, I should be ashamed to importune the Government either for explanation or redress, I only beg that my request may be kept in your remembrance; and I shall rely upon your justice in the event of my dismission from office having been grounded on any charge with which I am acquainted, that my offence will be fully and distinctly stated to me in sufficient time before the next general dispatch, to admit of my laying my justification before the Court of Directors by the earliest opportunity.

3. I further beg, if my removal should have been caused by the indiscretion which I committed in dictating a letter for Mr. Sherson, when that gentleman was engaged in his controversy with the Grain Committee, that you will place the fact, with all its circumstances, on the public records of this Presidency. While I was permitted to retain the office of a Secretary of Government, the concealment of that act, of the impropriety of which no one can be more sensible than myself, was essential to my reputation as a public officer, and the voluntary pledge which you gave me to that effect might justly be considered as a favour. But the manner in which I have been subsequently degraded from my trust, not only renders your further forbearance unnecessary, but obliges me to request that it may cease. It is now necessary that any future Government, on whose opinion my fortune may depend, should exactly know the nature and extent of my offence as well as the measure of my punishment, or I shall be liable to suffer from suspicion more than I have merited in fact. On considering the trusts which I have held, and the situation into which I have been thrown, more especially if contrasted with the treatment which has been experienced by both my colleagues in the Secretary's Department, no person will believe but that I have been treated less severely than I have deserved; that more must have been inflicted if more had been made known; and that my unexplained disgrace, and the doubtful character which has been left to me, are to be regarded as acts of lenity.

4. Under the impression of these feelings, the correctness of which has been confirmed to me on reflection, I beg that you will record, without reserve, all which you may have to state against me.

I have the honour to be, Sir,
Your most obedient, and most humble servant,

Fort St. George, the 21st of July 1809. (Signed) *G. Strachey.*

No. 9.

To Captain G. E. Barlow, Private Secretary to the Honourable the Governor.

Sir,

Appendix. (No. 11.) Having had the honour of transmitting to you on the 21st of July last, a letter of great importance to myself, addressed to the honourable the Governor, the receipt of which has never been acknowledged, I beg to be informed if you have found an opportunity of delivering it to Sir George Barlow, and whether or not I may be permitted to expect, at a convenient season, his compliance with the request which it contained.

I have the honour to be, &c. &c.

Fort St. George, the 8th September 1809. (Signed) *G. Strachey.*

(No. 12.) To George Strachey, Esq.

Sir,

I have the honour to acquaint you, in reply to your letter of yesterday's date, that immediately upon the receipt of your's of the 21st of July, enclosing a sealed letter to the address of Sir George Barlow, I caused it to be delivered to him. I have communicated the contents of your letter of yesterday to Sir George Barlow, and I am directed by him to acquaint you, that he has placed the letter you allude to upon the public records, and that a reply shall be communicated to you through the usual channel.

I have, &c.

(Signed) *G. E. Barlow,* Acting P. S.

Fort St. George, the 9th of September 1809.

(No. 13.) To Alexander Falconar, Esq. Chief Secretary Fort St. George.

Sir,

I request to be informed, with the permission of the right honourable the Governor General in Council, if my dismission from the office of Secretary of Government in the Military Department, which took place on the 17th of March last, has been yet reported to the honourable the Court of Directors.

I have the honour to be, &c. &c.

Fort St. George, the 13th of November 1809. (Signed) *G. Strachey.*

(No. 14.) To Captain G. E. Barlow, private Secretary to the honourable Sir G. H. Barlow, Bart. K. B. &c. &c. &c.

Sir,

1. Having requested the honourable the Governor to record, without reserve, all which he may have to state against me, it is right that I should again place at his disposal a letter, which Mr. Greenway and myself addressed to him in March or February last, but which, on being informed of the determination of Sir George Barlow to resent it as a serious offence, if it were allowed to remain with him, we obtained his permission to withdraw.

2. I have accordingly the honour of transmitting to you a copy of that letter, and I beg that you will explain to Sir George Barlow the object of its present communication, which is wholly unknown to Mr. Greenway.

3. It is also proper for me to state, that on the evening of Mr. Buchan's embarkation for Europe, I had real pleasure in apologizing to that gentleman for that part of the letter which unjustly reflected upon him, and that my apology was received by Mr. Buchan with sincerity and kindness.

I have the honour to be, &c. &c.

Fort St. George, the 14th of November 1809. (Signed) *G. Strachey.*

(Copy inclosed in the preceding No. 14.)

To the Honourable Sir George Hilaro Barlow, Bart. K. B. &c. &c. &c.

Sir,

1. It being generally reported and believed that Mr. Buchan is on the point of proceeding to England * for the recovery of his health, and that the office of Chief Secretary is to be committed during his absence to the charge of Mr. Falconar, a member of the Board of Revenue, we feel that we should be wanting in the consideration which is due to our interests and characters, if we were not respectfully to deprecate this arrangement, as frustrating our hope of promotion in the line in which we serve, and as casting an unmerited reflection on our capacity and integrity as public officers.

* Mem: It was so given out.

2. If, contrary to the practice of the service, it be deemed proper that the appointment of Chief Secretary shall be kept open for Mr. Buchan until his return from England, we humbly hope that the service of the remaining Secretaries may again be placed in charge of it, and adverting to the much additional labour and responsibility which will devolve on Mr. Keble by recurring to that measure, we beg leave to offer every assistance in our power in conducting the detailed duties of his present office, or those of the two departments under the immediate superintendance of the Chief Secretary.

3. We trust that a long period of service in the Secretary's department, apparently to the satisfaction of our superiors, will exempt this offer from any imputation of improper self-

No. 9.
Appendix.

self-sufficiency. We regret that we are unable to submit our request on more certain ground of information than that of public rumour, and from persons in our situations a request so founded appears to require a particular apology. We state, therefore, with concern, that on a point of such moment to our interests and our reputations, we have not experienced common confidence from the quarter on which we might have reasonably relied for counsel and support; considering the relation in which we stand to Mr. Buchan, as well as to the Government, and the friendly terms on which we had long done duty with him, we conceive that we might with strict propriety have been enabled to have proceeded on better ground, and to have taken earlier measures for averting an arrangement which, whether it be intended to be permanent or temporary, must be equally injurious to our prospects and our characters.

We have the honour, &c. &c.
(Signed) *G. Strachey,*
E. C. Greenway.

Fort St. George,
1809.

To George Strachey, Esq. (No. 15.

Sir,

I have the honour to acknowledge the receipt of your letter of the 14th instant, with its enclosure, and to acquaint you that I have communicated it to Sir George Barlow.

I have the honour, &c. &c.
(Signed) *G. E. Barlow.*

To Alexander Falconar, Esq. Chief Secretary, Fort St. George. (No. 16.)

Sir,

1. I had the honour of addressing a letter to you on the 13th inst. requesting to be informed, with the sanction of the right honourable the Governor General in Council, if my dismission from the office of Secretary of Government in the military department, which took place in the month of March, had been yet reported to the honourable the Court of Directors.

2. May I beg to know if you have laid that letter before the Governor General, and whether or not his Lordship in Council has been pleased to authorize a compliance with my request.

I have the honour to be, &c. &c.
(Signed) *G. Strachey.*

Fort St. George,
27th November 1809.

To Mr. George Strachey. (No. 17.)

Sir,

In acknowledging the receipt of your letter of the 13th inst. I am directed by the right honourable the Governor General in Council to state, that you were not dismissed from the office of Secretary to Government, but were removed to a situation of more emolument, and of great importance and respectability. No opportunity has yet occurred of bringing the circumstances of your case to the notice of the honourable the Court of Directors, but it will of course be reported in the first general dispatch.

I am, &c. &c.
(Signed) *A. Falconar,*
Chief Secy to Govt

Fort St. George,
24th November 1809.

To Alexander Falconar, Esq. Chief Secretary, Fort St. George. (No. 18.)

Sir,

1. I had only this day the honour to receive your letter of the 24th ultimo.

2. I am sorry to trouble the right honourable the Governor General in Council with so many applications, but on the near approach of this general dispatch, I am anxious to be informed if I am to consider the present communication as the promised reply to my letter of the 21st July last, or if I may still hope for a full and distinct explanation of an arrangement, which by whatsoever name his Lordship in Council may be pleased to term it, has not differed in one essential point with respect to me, from a disgraceful dismission from office.

I have the honour to be, &c. &c.
(Signed) *G Strachey.*

Fort St. George,
5th December 1809.

To Alexander Falconar, Esq. Chief Secretary, Fort St. George. (No. 19.)

Sir,

1. I have the honour to transmit to you the copy of a letter which I addressed in September last to the private Secretary of the honourable the Governor, and a copy of that officer's reply: I request that, with the permission of Sir George Barlow and of the right honourable the Governor General in Council, these papers may be recorded.

2. Nine months ago, when I was disgracefully removed from the office of Secretary of Government in the Military Department, I first requested to be made acquainted with the cause of my disgrace; five months have now elapsed since I repeated that request, and more than three since a reply was promised to me, yet I continue to this day degraded with-

No. 9.

Appendix.

out an explanation. I am therefore under the necessity, on the approaching departure of another fleet for Europe, of again soliciting the Government for that common act of justice.

3. In your letter of the 24th ult. you were directed to observe to me, that I had not been dismissed from the Secretary's office, but had been removed to one of more emolument, and of great respectability and importance. In reply I must again beg leave to remark, that I was removed from an office the duties of which I had discharged without reproach for a period of six years, to one, which from my inability to discharge its duties, I could not conscientiously accept. Of the importance and respectable nature of the office of a zillah Judge, no person can entertain a higher opinion than myself; on the very ground of that importance I felt justified in declining it, and would have declined it on the same principle, however graciously bestowed. But I am concerned to add, that in conferring that respectable appointment upon me, pains seem to have been taken to divest it of every mark of honourable employment, and to give to it the appearance of a disgraceful exile from the Presidency.

4. I have not complained of the heavy loss of fortune which I have suffered by my involuntary transfer to a line in which I was unqualified to serve, not only from my belief that the injury was not intended; but because, if that loss had not occurred,—if I had been competent to have held the office of a Judge, and the painful sense of my dependance had constrained me to accept it, notwithstanding the dishonourable circumstances of my appointment, in that, as in the present case, I should equally have persisted in my solicitations to be informed of the grounds of my removal: for although the observation in your letter may imply the propriety of a different feeling, I will never think that additional emolument can be any compensation for indignity. It is enough that my removal from the Secretary's office was so conducted, as to bear the unquestioned appearance of intentional disgrace; to justify the expectation which I have formed, that the intention will either be denied or vindicated. If it be denied, I must still regret that appearances were so strong as to have authorized the erroneous conception of the measure; if it is to be vindicated, I once more entreat to be relieved from my suspense, and that my offences may be produced against me.

I have the honour to be, Sir, &c. &c.

Fort St. George, 22d December 1809. (Signed) *G. Strachey.*

(No. 20.)

To Alexander Falconar, Esq. Chief Secretary, Fort St. George.

Sir,

1. It occurs to me, that the honourable the Governor, in recording the letter which I did myself the honour of addressing to him on the 21st July last, may inadvertently have omitted to specify the one to which I have alluded as having dictated for Mr. Sherson, and the date of which has long since escaped my recollection.

2. This indeed is not the only explanation with which, in justice to me, my letter should have been accompanied when placed on the public records; but it is most material, that the nature of my interference in Mr. Sherson's controversy with the Grain Committee should be distinctly stated or the general expression, which I have used in my letter to Sir George Barlow, may, contrary to his intention, be misinterpreted very greatly to my prejudice. If, therefore, the propriety of recording the particular indiscretion which I committed should not already have occurred to the honourable Sir George Barlow, I trust that he will have the goodness to excuse the liberty which I take in presuming to suggest it for his consideration.

3. I avail myself of this opportunity to request, that with the permission of the right honourable the Governor General in Council, I may be furnished with a copy of the letter from Mr. Sherson, to which I have alluded; and I should hope, that the particular circumstances of the case will take from my application all appearance of irregularity.

I have the honour to be, Sir, &c. &c.

Fort St. George, 10th January 1810. (Signed) *G. Strachey,*

(True Copies.)

(Signed) *D. Hill,*
Hd Asisst to Chief Secr.

No. 10.

No. 10.

Copies of all COMMUNICATIONS made to the COURT of DIRECTORS, by The GOVERNOR GENERAL of INDIA; on the Subject of the recent TRIALS for Perjury and Conspiracy to cheat; in the *Madras* Establishment.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for Perjury, &c.

(Public Department.)

To the Honourable the COURT of DIRECTORS for Affairs of the Honourable the United Company of Merchants of England, trading to The East Indies.

Honourable Sirs,

THE Dispatches from the Government of Fort St. George, by the Fleet which sailed from Ceylon in February last, and by the honourable Company's extra ship Sir Stephen Lushington, will have put your honourable Court in possession of the recent occurrences at that Presidency, connected with the proceedings of the Commissioners from Bengal employed in the investigation of the debts of the late Nabobs of the Carnatic, and you will have been furnished, through the same channel, with a copy of the Memorial addressed to this Government by Messrs. Parry, Abbott and Maitland, three private merchants at Fort St. George, under date the 5th January 1809, the object of which was to obtain the interposition of our authority for the removal of the Commissioners, who are charged by the Memorialists with partiality in the performance of their duty.

2. The documents on this subject received from the Government of Fort St. George, as well as those which accompanied the replies of the Commissioners to the complaints of Messrs. Parry, Abbott and Maitland, being extremely voluminous, some delay necessarily arose in the consideration of the important question which was submitted to our decision, and the same cause will preclude the practicability of transmitting to your honourable Court by this dispatch, the whole of the correspondence which has passed on this occasion.

3. Under these circumstances, we are reluctantly compelled to limit our present communication to the transmission of the copies of the most material papers, of a date subsequent to the departure of the Sir Stephen Lushington from Madras, including three additional representations, of the dates noted in the margin, from Messrs. Parry, Abbott and Maitland, with the answer of the Commissioners, under date the 24th January, 7th, 9th and 22d February, and the 16th March, to the complaints preferred against them by these gentlemen. The voluminous proceedings which accompanied the letter of the Commissioners, dated the 24th January last, cannot be transcribed without involving a material detention of the fleet; but the whole will be submitted to your honourable Court by the next dispatch. In the mean time, we trust that the communications which you will have received from Fort St. George, with the papers now forwarded, will enable your honourable Court to take an accurate view of the nature of the question which it is the object of this dispatch to bring under your serious consideration.

5th January. 1st, 8th & 20th March.

4. Your honourable Court will observe, that the charges alledged against the Commissioners are chiefly founded on their proceedings in the investigation of a claim preferred before them by a person named Reddy Row, an officer of the durbar, on a bond purporting to be the bond of the late Nabob Omdut ul Omra, for S[r] pagodas 38,500, which the complainants suppose the Commissioners to have intended to recommend to the Commissioners in England as a good debt, and that their accusations are almost exclusively against the Commissioners, supported by reference to the result of three verdicts in the Supreme Court of Judicature at Madras, by which

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Reddy Row, and two other officers of the durbar, Anunda Row and Mr. Batley, have been pronounced to be guilty of the crimes of forgery, perjury, and conspiracy, in matters connected with this and other claims on the fund for the liquidation of the Carnatic debt.

5. In each of these cases it appears, that the verdicts of the Jury were given in direct oppoſition to the opinion and charge of the learned Judge who presided at the trials, and that they were considered by Sir Thomas Strange to be so manifeſtly unjuſt, that he thought it his duty to release the prisoners on bail without passing ſentence, and to submit the proceedings on the three trials for the consideration and ultimate decision of His Majeſty.

6. The Government of Fort St. George have transmitted to us the notes of the first trial of Reddy Row and Anunda Row, prepared by the Company's Solicitor: but we have received no communication of the evidence given on the subsequent trials. This, however, is of the leſs importance, as we have no doubt that, on application to His Majeſty's Miniſters, your honourable Court will obtain accurate copies of the notes of all the trials, as they were submitted to His Majeſty by Sir Thomas Strange.

7. The time will not permit us to enter into a detailed explanation of the grounds of the opinions, which, after an attentive and deliberate consideration of all the documents in our poſſeſſion, we have formed on the important queſtion on which it has been our duty to decide. We muſt therefore content ourselves with a general reference of these documents to the superior judgment of your honourable Court, appriz-ing you at the same time, of the conclusions which they have impressed, with irre-sistable force, on our minds, and suggeſting for your consideration, the measures which appear to us to be necessary for the purpose of facilitating the progress of the inquiry into the numerous claims which have been brought forward againſt the late Nabobs of the Carnatic, and of allaying the spirit of faction and insubordination which appears to have been so widely disseminated at Fort. St. George, by the discussions to which they have given rise.

8. The evidence given on the trial of Reddy Row and Anunda Row, as detailed in the notes of the Company's Solicitor, appears to us to be conclusive in favour of the in-nocence of the prisoners, notwithstanding the verdict of the Jury; and in this opinion, which is strongly corroborated by the proceedings before the Commissioners, when the bond under which Reddy Row claimed was impeached by Avadanum Paupiah, we are fortified by the sentiments of Sir Thomas Strange.

9. Although we are not in possession of the proceedings on the two subsequent trials, the information furnished by the Government of Fort St. George, and the course pursued by Sir Thomas Strange, after the verdicts of the Jury were pronounced, justify a belief that those verdicts were equally at variance with the evidence, with the verdict in the case of Reddy Row and Anunda Row; a conclusion which is indeed strongly confirmed by the nature of the evidence on the trial, of which a copy has been submitted to us, since it is scarcely possible that the prisoners on the two last trials can have been guilty of the crimes with which they have been charged, unless the evidence on which we found our belief of the innocence of Reddy Row and Anunda Row on the first trial is entirely false.

10. Under this persuasion your honourable Court will anticipate our entire ac-quittal of the Commiſſioners of the charges alleged against them by Messrs. Parry, Abbott and Maitland. The proceedings of the Commiſſioners, in the only instance in which they have been impeached (as reported in their letter of the 24th of January last) appear to us to manifest great talent and integrity, unwearied application, and a dispassionate and earnest desire to discover the truth in the midst of a most vexa-tious scene of perjury and falsehood; and we consider the whole of their conduct, as far as it has come under our notice, to give them a just claim to our confidence and approbation.

11. A copy of the letter which we have directed our Secretary to address to Messrs. Parry, Abbott and Maitland, in answer to their several Memorials, is transmitted a number in the packet, and we shall forward, by the next dispatch, our replies to the letters of the Government of Fort St. George, and of the Commiſſioners, on this subject.

12. From the communications of the Government of Fort St. George, your honourable Court will have been apprized of the party spirit which has been gene-rated

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

rated at Fort St. George, by the late trials in the Supreme Court of Judicature at that settlement. The evils which may be produced by the continuance of the factious proceedings which have lately taken place at Madras (and in which there is reason to believe that many well disposed and disinterested individuals have been led by the clamour to participate) are too obvious to require illustration.

13. It became, therefore, an important part of our public duty, to consider of the application to the existing evil of the best remedy within the reach of our authority, of which the nature of the case would admit; and we are not aware that we possess any other means of allaying the present irritation at Madras, in addition to the measures already adopted by the Government of Fort St. George, than by affording our decided support to the Commiſſioners, so long as they shall continue to discharge their public functions in a satisfactory manner. We are not without apprehension, however, that the Commissioners may be ultimately compelled to suspend their proceedings, until the result of an application to your honourable Court ſhall be known, and we ſhall direct them in that event to report the circumstances of the case to us, and await our further orders.

14. Having communicated to the Advocate General, Mr. Smith (in whose zeal, talents and integrity, we place the most confident reliance) the whole of the documents received from Fort St. George, we had the satisfaction to learn, that the impression made on that gentleman by their perusal corresponded entirely with our own sentiments, as detailed in this dispatch, and that he concurred in the opinion we had formed, that the interposition of the Legislature was necessary, to prevent the future recurrence of scenes equally disgraceful and injurious to the public interests, with those which have recently occurred on the coast of Coromandel.

15. The object of your honourable Court, in directing that the Commissioners should be selected from the civil service of Bengal, is stated to have been, to preclude the possibility of the employment, in the important trust committed to their charge, of any individuals either directly or indirectly interested in the issue of the claims, and the same principle has evidently governed the whole of your proceedings on the subject, since the power of removing the Commissioners for misconduct or breach of duty is vested exclusively in this Government; it is manifest, however, that the intentions of your honourable Court may be defeated, while any interested individuals ſhall continue to possess the power of bringing the conduct of persons giving evidence before the Commissioners, under the cognizance of the Supreme Court of Judicature at Madras in its criminal jurisdiction, since the credibility of the testimony by which any particular claim is either impeached or supported, must then be decided, not by the Commissioners either in India or in England, according to the obvious spirit of the deed, but by a Madras Jury, composed perhaps in part of persons having an actual interest in the question at issue, but certainly of those whose judgment must be exposed to undue bias, from the circumstance of their being in the constant habit of associating with and listening to the comments of individuals, who may be actuated by a spirit of party zeal or by motives of private interest.

16. This is an evil which, in a society so limited as that of Madras, cannot easily be avoided; and the only remedy which has suggeſted itself to us, as at all calculated to remove it, is that of an application to the Legislature, for an Act, to transfer from the Supreme Court of Judicature at Madras to that of Bengal, the cognizance of all queſtions connected with the claims on the late Nabobs of the Carnatic, now under inveſtigation before the Commiſſioners appointed under the Act of Parliament to examine into those claims in India.

17. Under this view of the subject, we called on the Advocate General, Mr. Smith, to ſtate to us his opinion as to the nature of the powers which ought to be veſted in the Supreme Court at Fort William, for the foregoing purpose.

18. A copy of the Advocate General's report is transmitted a number in the packet, for the information of your honourable Court; and we truſt that you will concur with us, in regard to the expediency, and indeed the absolute necessity of the adoption of the measure which he has recommended. We are, indeed, entirely satisfied, that until the interposition of the Legislature can be obtained, to preclude the possibility of constant appeals from the Commissioners to the decisions of Juries assembled from amongſt the inhabitants of Madras, the proceedings of the Commissioners must be exposed to perpetual and vexatious interruption; and we have no doubt,

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

doubt, that the powers proposed to be vested in the Supreme Court at this settlement, will suffice to preclude all hazard of abuse of power by the Commissioners. We accordingly recommend, in the most earnest terms, that the necessary application to Parliament may be made without delay, and that the passing of the Act may be expedited as much as the established forms will allow, if the Legislature, in its wisdom, shall be satisfied of its propriety.

19. Your honourable Court will observe, that Mr. Smith seems to think that no remedy is required respecting civil suits; and for the reasons stated by him, we are disposed to concur in the opinion he has expressed, that in regard to actions of this description, it will be sufficient to arm the Supreme Court at Fort William with a power of issuing a prohibition to the Court of Madras, whenever it shall be made to appear to their satisfaction, that the matter of any civil suits instituted in that Court, did so immediately arise out of the proceedings before the Commissioners, or was so essentially connected with them, that the drawing it to any other local forum was within the mischief intended to be obviated. By the deed of agreement between the honourable Company and the creditors, the Court of Madras is already virtually excluded from the direct cognizance of those claims which are to be brought before the Commissioners.

We have the honour to be, &c.

(Signed) MINTO.
J. LUMSDEN.
H. COLEBROOKE.

Fort William, 24 April 1809.

Extract Letter from the Right honourable the Governor General, to the Chairman of the East India Company; dated Fort William, 25th April 1809.

THE Disorders, civil and military, which have lately disturbed the Government of Fort St. George, form now the only exception to the tranquillity of India; and highly momentous as those transactions are, I flatter myself that they will rather vex and harass, personally, the members of that Government, than shake its authority, or affect in any essential manner the peace of the provinces.

On the civil dissensions I really cannot attempt to enter, in these last hurried moments; but I regret it the less, as our sentiments are conveyed fully and discernibly in the dispatch to the Court. The measure we have recommended, of transferring the cognizance of criminal prosecutions arising out of the investigation of the Carnatic Debts, to the Supreme Court in Bengal, is absolutely necessary, for two important purposes: first, to render the investigation of those debts *at all practicable*; secondly, to relieve the whole society of Madras, from the highest to the lowest, from the fever and fermentation which has been kindled there, by appealing in reality from the impartial, upright and learned Commissioners whom we appointed, to the Juries and Public of Madras, in that immense, and, for far the greatest part, foul and corrupt concern. I am afraid only of the delays attending all proceeding in Parliament respecting India. This measure is very urgent, for the last of the two reasons I have mentioned: Madras cannot be composed by any other means.

Bengal Pub. Conf. (No. 1.)

Extract BENGAL PUBLIC CONSULTATIONS, 24th April 1809.

Government of Fort St. George,

To the Right honourable Lord Minto, Governor General in Council, Fort William.

My Lord,

1. IN order that your Lordship in Council may have before you a general view of the circumstances which have occurred, relative to the inquiry of the Commissioners appointed for the investigation of the Carnatic claims, we have the honour to transmit to your Lordship the enclosed extracts from our letters, addressed in the law department to the honourable Court of Directors, under date 24th October and 29th January last.

2. Your Lordship in Council will observe from these extracts, the great degree of counteraction which the Commissioners have experienced, and the degree of support

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 24)

support which we deemed it our duty to afford to the Commissioners until the date of our last dispatch to the honourable Court of Directors.

3. It will be also noticed by your Lordship, that in the last of the enclosed extracts, particular reference is made to Memorials addressed to your Lordship in Council, by three of the persons who have chiefly opposed the proceedings of the Commissioners. These Memorials are now laid before your Lordship, with further papers received from the same persons. The purpose of those communications, have been to express strong complaints of the conduct of the Commissioners, and of the law officers of this Government, and to recommend that the Commissioners should be removed, and others appointed in their place.

4. Previously to transmitting the addresses in question to your Lordship, we considered it proper that the Commissioners and the law officers should have an opportunity of stating such observations as they might consider necessary in defence of their conduct; copies of the letters received in consequence from the Advocate General, and from the Company's Solicitor, are transmitted with the accompanying papers. With regard to the reply of the Commissioners, they were informed, that it was optional with them, to convey it through the channel of this Government, or by a direct address to your Lordship in Council, which course they have adopted, and a separate packet from the Commissioners accordingly accompanies this dispatch.

5. We have stated in the 3^{d} and 4th paragraphs of our letter to the honourable Court of Directors of the 29th ultimo, the result of the trial which took place in the Supreme Court at this Presidency of Reddy Row and Anunda Row, on a charge of forgery, prepared against them by Paupiah Braminy, a native of noted character, in conjunction with the persons who have subscribed the Memorials addressed to your Lordship.

6. In the 5th paragraph of that letter we have observed, that fresh indictments had been preferred against Reddy Row, and against Mr. John Batley, English Secretary of his highness the Nabob Azeem ul Dowlah, and a person of irreproachable character. These persons having been of great utility in assisting the enquiry of the Commissioners, to which cause the circumstance of their having become the objects of prosecution was obviously imputable, we deemed it proper, on the particular recommendation of the Commissioners, to direct that they should have the legal aid of the law officers of the Company.

7. The trial of Mr. Batley, on a charge of perjury, before a special Jury, took place within these few days; and, contrary to all expectation, founded on the evidence during the trial, a verdict of "Guilty" was returned, accompanied by a recommendation to mercy. We have the honour to transmit to your Lordship the copy of a report from the Advocate General, containing a concise view of the circumstances connected with the trial, and of its result; from which your Lordship will observe, that it has been decided by the Chief Justice that the verdict shall not at present have effect, and that the whole case shall be laid before the King, including also the cases of Reddy Row and Anunda Row.

8. Since these proceedings, we have received two letters from the Commissioners, stating, that a criminal information was about to be moved against them in the Supreme Court, by the three persons who have addressed your Lordship, and representing the impossibility of their proceeding in the investigation entrusted to them, obstructed as it had been, and continued to be, by so many difficulties.

9. We have no doubt that the statement of circumstances, which we have had the honour to submit to your Lordship, will excite the most serious concern. A spirit of faction has, from various causes, evinced itself in this settlement; and the whole force of that factious disposition having been exerted during the agitation of the late questions connected with the Carnatic claims, it cannot be doubted, on reference to the papers which we now forward to your Lordship, that the sources of public justice have been perverted to purposes of the most serious oppression.

10. There appears, in our judgment, the clearest evidence, that the persons lately brought to trial in the Supreme Court were wholly innocent of the crimes with which they were charged. This is evidently the conviction impressed on the mind of the Chief Justice; and we consider it a matter of great national importance, that the firm decided line of proceeding adopted by the Chief Justice, in all respects worthy of his high station and character, may be expected to frustrate the machinations, which threatened evils of the most extensive nature to this community, and which in so far as relates to the enquiry of the Commissioners, would have probably rendered the prosecution of it entirely impracticable.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 2.)

11. As the representation submitted by the Commissioners, strengthened by other concurring causes connected with the factious spirit to which we have alluded, required the immediate exertions of our authority, we lost no time in adopting such measures as the nature of the case appeared to require. We beg leave accordingly, to forward the enclosed resolutions of Council recorded on the occasion, and we are willing to hope that the arrangements therein stated, will have a salutary effect.

12. We should be deficient in our duty, if we omitted on the present occasion to express to your Lordship in Council, our highest sense of the conduct of the Commissioners. Their proceedings have in the course of the late legal discussion in the Supreme Court, undergone a scrutiny of no ordinary nature, and the result has done the greatest credit to their integrity, judgment, and talents. We have been informed that in the course of the late proceedings, it has been stated by the highest legal authority in this place, that the Commissioners had done honour to the selection of your Lordship in Council, and we beg to add to this high testimony, the expression of our sincere opinion, that gentlemen more qualified for the execution of the important and extensive duties confided to them, could not have been chosen.

13. Your Lordship in Council will observe, that we have taken occasion to express to the honourable Court of Directors, our fullest approbation of the conduct of the law officers of this Government, particularly of the Advocate General, throughout the late arduous proceedings in the supreme Court.

We have the honour to be, &c.

Fort St. George, 10th February 1809. (Signed) *G. H. Barlow.*
W. Petrie.
T. Oakes.
Ja. H. Casamajor.

[No. 2. is the List of Packet.]

(No. 3.)

Sir,

I have to request you will submit the enclosed copy of an opinion from the Advocate General, for the consideration of the honourable the Governor General in Council.

I have the honour to be, &c.

Fort St. George, 2d May 1808. (Signed) *Robt Orme*, Solicitor.

Having perused the several papers concerning the alledged frauds and forgeries of Nabobs' bonds, I find it will be impossible to report conclusively upon the subject, without an inquiry into the foundation of the statements given to Government; and although I feel strongly impressed with the belief, that the fraud is on the part of those who have come forward to make those statements, and who evidently wish to be confidentially employed in pointing out the bad bonds from the good, yet I see no mode of ascertaining the fact, except by calling on those persons to come forward with proofs of what they allege, and by regular inquiry.

I should not, however, choose to take upon myself to direct the Company's Solicitor to make those inquiries, without the orders of Government; and for many reasons, I should be anxious, that in making them, some other persons should be joined with us, and particularly some one acquainted with the Persian language.

2d May 1808. (Signed) *A. Anstruther*, Advocate General.

To A. Anstruther, Esq. Capt. Thompson, Mr. Wm Oliver, and Mr. Robt Orme.

Gentlemen,

1. In consequence of information, which has been conveyed to the honourable the Governor in Council, regarding the forgery of certain Nabobs' bonds, I am directed to acquaint you, that it has been judged expedient to appoint you a Committee, for the further investigation of the subject, in order that the fact may be distinctly established, and that the persons concerned in such practices may be detected, and, if possible, brought to punishment.

2. The Advocate General being in possession of the particular circumstances connected with this information, they will be communicated to you by Mr. Anstruther; and the Governor in Council desires, that you will report the result of your inquiry as soon as may be practicable.

3. Mr.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 3.)

3. Mr. Babington, the Malabar translator of Government, will attend the Committee, and afford his assistance in the investigation of the subject referred to you.

I have, &c.

Fort St. George, 11th May 1808. (Signed) *G. Buchan*, Chief Secretary to Government.

To the Solicitor for the Honourable Company.

Sir,

I am directed by the honourable the Governor in Council, to acknowledge the receipt of your letter of the 2d instant, and to acquaint you, that it has been resolved to appoint a Committee for the prosecution of the inquiry relative to the alleged forgery of Nabobs' bonds.

2. I am directed accordingly to transmit to you the accompanying letter addressed to the Committee, and to desire that it may be communicated to the respective members.

I am, &c.

Fort St. George, 11th May 1808. (Signed) *George Buchan*, Chief Secr to Govert.

To the Chief Secretary to Government.

(No. 4.)

Sir,

I have now the honour to forward you a copy of the proceedings of the Committee for the prosecution of the inquiry relative to the alleged forgery of Nabobs' bonds, with their report thereon, which I have to request you will submit to the honourable the Governor in Council.

I have, &c,

Fort St. George, 21st June 1808. (Signed) *R. Orme*, Solr for the Honble Company.

[The enclosure in this letter is the copy of the proceedings of the Committee appointed by the Government of Madras, for investigating the alleged forgeries of Nabobs' bonds.]—*Vide* N° 3. *of this class of printed Papers.*

[N° 5. is a letter from the Governor's private Secretary, to the Secretary to Government, dated 15th June 1808, with two enclosures.]—*Vide ibid.*

[N° 6. Letter from the Secretary to Government, to the Commissioners for examining into the Carnatic claims, dated 25th June 1808; and

A letter to Company's Solicitor of the same date.]—*Vide ibid.*

[N° 7. is a letter from the Company's Solicitor, to the Secretary to Government, dated 15th July, transmitting proceedings of the Commissioners on the inquiry into the circumstances of an alleged forgery of a Nabob's bond, for 46,000 pagodas.]—*Vide ibid.*]

[Nos 8 and 9. Letters to Company's Solicitor, and the Carnatic Commissioners, dated 20th July 1808.]—*Vide ibid.*

[Nos 10 and 11. Letter from the Carnatic Commissioners, to the Secretary to Government, dated 25th July 1808. The reply to the same, dated 27th July, and letter to the Company's Solicitor of the same date.]—*Vide ibid.*

[N° 12. Letter from the Carnatic Commissioners, dated 10th Auguft 1808.]—*Vide ibid.*

[N° 13. Letter from the Company's Solicitor, dated 17th Auguft 1808.]—*Vide* N° 4. *of this class of printed Papers.*

[N° 14. Letter from Messrs. Roebuck, Parry and Abbott, dated 20th August 1808.]—*Vide* N° 1. *of this class of printed Papers.*

[Nos 15 and 16. Letter to Advocate General, dated 27th August 1808, and letter from ditto, dated 10th September 1808.—*Vide* N° 2. *of this class of printed Papers.*

[N° 17. Letter from Messrs Roebuck, Parry and Abbott, dated 17th September 1808.]—*Vide* N° 1. *of this class of printed Papers.*

[N° 18. Letter to the Carnatic Commissioners, dated 17th September 1808.]—*Vide* N° 3. *of this class of printed Papers.*

[N° 19. letter from Messrs Roebuck, Parry and Abbott, dated 26th September 1808.—*Vide* N° 1. *of this class of printed Papers.*]

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 22.)

[N° 20. Letter to ditto, dated 5th October 1808.]—*Vide ibid.*

[N° 21. Ditto from Advocate General, dated 26th September 1808.—*Vide* N° 2. *of this class of printed Papers.*]

Extract of a General Letter (from Fort St. George) to England; in the Law Department; dated 24 October 1808.

Para. 56. Your honourable Court have been informed in our dispatches from the Public Department, that the Commissioners for inveſtigating the Carnatic claims have commenced their inquiry, and, from the great extent and variety of interests involved in those claims, you will be prepared to expect that the progress of the Commissioners will be liable to be opposed by considerable difficulties.

57. Information having been communicated to us a short time after the Commissioners had commenced their proceedings, that Nabobs' bonds had been forged and circulated to a large amount, we considered it proper to appoint a Committee for the purpose of tracing the source of the information, in order that the existence of the fact might be diſtinctly eſtabliſhed, and that the persons concerned in such practices might be detected and brought to puniſhment.

58. The Committee (of which we appointed the Advocate General senior member) proceeded in the inquiry entruſted to them, and in a ſhort time submitted a very full report, in which the subject was traced with great perſpicuity. The Committee observed, that the representations which had been made, were resolved into the following propositions:

1st. That there are in the settlement forged bonds to the amount of several crores of pagodas, which have been attempted to be sold.

2d. That some of these forged bonds are supported by corresponding forged entries on the books of the durbar, and that the persons in charge of those books, have been in the habit of giving credit and value to them by their certificates.

3d. That some of the persons now confidentially employed in the arrangement of the books of the durbar before the Commissioners, have been deeply concerned in the above practices, and that others ought therefore to be substituted in their places in that confidential situation.

59. The principal persons alluded to in the information brought before the Committee, as being guilty of abuse of truſt, was Reddy Row, sheriſtadar of his Highness the Nabob, who from his knowledge of the accounts of the durbar, has been enabled to render essential assistance to the Commissioners in the prosecution of their inquiry. The report of the Committee however fully evinces, that the information which had been ſtated againſt that person, had been totally groundless, and had apparently originated in the deepeſt intrigue.

60. As to the fact of forged bonds having been circulated to an enormous amount, it cannot be doubted but the attempt to eſtablish any connection of Reddy Row with these forgeries totally failed, and was evidently imputable to the motives which have been ſtated.

61. The Committee, in a subsequent communication, laid before us the circumſtances which had come to their knowledge with regard to a forged bond for the principal sum of 46,000 pagodas, in which it appeared, that Paupiah Braminy (of notorious character) had the chief concern; and it also appeared, from the facts ſtated by the Committee, that he was an active coadjutor in the intrigues which were directed to the removal of Reddy Row. The Committee concluded their report by recommending, that all the parties concerned in the forgery should be prosecuted for the offence.

62. Having adopted the recommendation of the Committee on this subject, the necessary instructions were accordingly furnished for the guidance of the law officers of the Company, and a copy of the Committee's proceedings was furnished for the information of the Commissioners.

63. The Commissioners ſtated, in reply to the communication, that at the time of receiving it, they had determined to submit an immediate report relative to a dangerous and extensive conspiracy for the worſt purposes, of the exiſtence of which they had become convinced in the course of the proceedings in the very first case which had been under their consideration, and to recommend, that the law officers of Government might be desired to inspect and consider their proceedings, with a view to the institution of a prosecution against the authors of that conspiracy, and against several witnesses, who had, in their judgment, been manifeſtly guilty of perjury in support of it.

64. On

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 22.)

64. On receiving the above communication from the Government, the Commissioners were of opinion, that any circumstantial report of what had transpired before them might be dispensed with, and that it would be sufficient, for the attainment of their purpose, to state, that the principal party implicated in their proceedings was the same person, Paupiah, as was reported by the Committee to have been deeply concerned in the forgery of a bond for 46,000 pagodas; and that the object of the conspiracy of which he was at the head, at the same time that it comprehended the gratification of private malignity and revenge, seemed to have a close connexion with a design of introducing his coadjutor in forgery, Sooba Row, to the confidence of the Commissioners, for the purpose of abusing it, and of ensuring success to a complicated system of fraud and chicanery, in which they are supposed to be jointly engaged.

65. The Commissioners suggested, that the law officers of Government might be directed to inspect their proceedings, for the purpose of considering whether they did not afford grounds for an additional prosecution against Paupiah for conspiracy, and against several of his witnesses for perjury.

66. Having concurred in the grounds of the recommendation from the Commissioners, we communicated to the law officers the instructions required for their guidance.

67. The Commissioners had occasion, a short time afterwards, to bring before us a detailed Report of farther attempts which had been made to obstruct their proceedings, arising from the quarter already stated. As the circumstances connected with the case were fully explained by the Commissioners, we request your reference to their report. You will observe, that an accusation of forgery was again preferred against Reddy Row; that after a long and careful investigation by the Commissioners, the charge was found to be without a shadow of foundation; that the parties concerned in preferring the accusation having failed in their object before the Commissioners, had recourse to the officiating Magistrate, who having pursued a course of proceeding on which we shall at present make no comment, decided on committing Reddy Row, and another person connected with him, for trial at the following sessions, on the charge of forgery.

68. The Commissioners observed, that such had been the successful appeal to the Magistrate, of the parties against whom they had recommended a prosecution for conspiracy and perjury, and such the disgrace brought on the hitherto unstained character of Reddy Row, by the machinations of a man who was already infamous, in consequence of a conviction for conspiracy, and was himself at that moment under orders of prosecution for forgery by Government.

69. The Commissioners concluded their report with a recommendation that Reddy Row should have the assistance of the law officers of Government, on the occasion of his trial for forgery on the accusation of Paupiah.

70. The course which it became necessary for us to adopt, on receiving the above explanations from the Commissioners, was sufficiently obvious; and we accordingly directed the law officers of the Company to appear in defence of Reddy Row, as had been recommended.

71. A short time after these orders had been issued, we received a letter subscribed by Mr. Benjamin Roebuck, Mr. Thomas Parry, and Mr. William Abbott, stating, that they had been appointed a Committee to watch over the interests of the real creditors of the Nabobs of the Carnatic, and to take such steps as they might deem advisable on the occasion.

72. The letter proceeded to discuss the circumstances which had occurred with regard to Reddy Row, and particularly objected to the measure of the law officers of the Company having been directed to prosecute these persons, who had been concerned in giving information against him, on the ground that the proceeding would deter others from coming forward for a similar purpose, to the eventual injury of the interests of the creditors and of the Company.

73. From the nature of the letter to which we have referred, we deemed it proper to require a particular explanation on the subject from the Advocate General, to whose report, which was very full and satisfactory, we have the honour to refer you.

74. The report developed, in a distinct manner, the origin and course of the proceedings which had been brought under discussion. It established, on unquestionable grounds, the propriety of the procedure observed by the Commissioners, and evinced the indispensible necessity of our giving every practicable support in regard to the measures which they had recommended.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 22.)

75. We informed the subscribers to the letter which had been addressed to us, that we were entirely precluded from acknowledging them in the capacity of the agents of creditors who had not subscribed to the paper in question, or who had not individually authorized it. Without, however, going into a further discussion of the circumstances which had attended their nomination, we considered it sufficient to state, with reference to the professed object of their letter, that if, as individual creditors, they had reason to believe that the Commissioners for the investigation of the Carnatic claims had not sufficient grounds for the recommendation which had led to the prosecution of which they had complained, means would be used to obtain satisfaction on that point.

76. We observed, that we had no reason to doubt, that the whole of the proceeding in question has been founded on the most correct principle, and that its accuracy would be sufficiently evinced by any further explanation which might take place. But it being at the same time our wish, that all persons whose claims might be liable to the consideration of the Commissioners, should have the full benefit of the controlling authority vested in the Supreme Government, we acquainted the subscribers of the letter, that application would be made to the Commissioners, for copies of all papers connected with the question which had been agitated, and that copies of those papers, with a copy of their letter, would be submitted to the Governor General in Council, if they were desirous that this course should be adopted.

77. We refer you to the reply which we received from the gentlemen whose names we have mentioned, the nature of which was evasive, and liable to obvious objection. We considered the tenor of the reply to be so very improper as to require particular reprehension, which was conveyed in a letter to which we request your reference.

78. We repeated, that if there was any matter of real or supposed objection connected with the proceedings of the Commissioners, which they might be desirous of bringing under the notice of the constituted authorities, we would offer every degree of facility that might be requisite in promoting that purpose; but, on the other hand, we stated, that any further acts of wanton obstruction to those proceedings, or of disrespect to the authority of the Government, would not fail to experience the severest effects of public displeasure.

[No. 23. Letter from the Carnatic Committee, dated the 17th December 1808. *Vide* No. 3. *of this class of printed Papers.*]

[No. 24. Letter to Company's Solicitor, dated the 24th December 1808. Vide Minute of the Council of F. S. G. 24 December 1808, in No. 3. *ibid.*]

[Nos. 25 to 28. Letter from the Company's Solicitor to Mr. Sanders, and two to the Collector of the southern division of Arcot; all dated the 24th December 1808. *Vide* No. 5. *of this class of printed Papers.*]

(No. 29.)

To the Chief Secretary to Government.

Sir,

I have the honour to acknowledge the receipt of your letter, enclosing one from the Commissioners for investigating the Carnatic claims, and I send enclosed a copy of the opinion of the Advocate General, on the subject of the application of the Commissioners, for the law officers of Government to defend Mr. Batley and Reddy Row.

I have the honour to be, &c.

Fort St. George, 28th December 1808. } (Signed) Robert Orme, Solicitor for the Honble Company.

I have in a former report stated my general opinion to be, that the Commissioners being invested with powers wholly unconnected with, and pointedly exclusive of the Government of Fort St. George, ought (generally speaking) to be considered as being invested with full discretion, and charged with entire responsibility in the subject confided to them, and in every matter necessarily connected with it or arising out of it; as such it appears to me that they are entitled to apply to this Government, to obtain the protection of the public authority in its different branches, for their officers, against prosecutions which the Commissioners consider to originate in the designs of interested persons against their officers, connected with the duties which those officers have to discharge in their employ.

The statement made by the Commissioners, of the result of the late trial of Reddy Row, is perfectly correct. As the motion for a new trial, and other applications on the subject,

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf.

subject, will probably be disposed of at the ensuing Sessions, I have forborne to make any report of what has hitherto passed; I intend to do so, and the minutes of the evidence taken on the trial by the Company's Solicitor, will be ready to be submitted to Government, as soon as the application for the new trial shall be disposed of.

(Signed) *A. Anstruther,*
Advocate Gen[l].

28[th] December 1808.

[N° 30. & 31.—Letter to the Company's Solicitor, and to the Carnatic Commissioners, dated 31[st] December 1808.]—*Vide* N[os] 3. & 4. *of this class of printed Papers.*

Mr. Petrie's Minute.

(No. 32.)

Madras, 30[th] December 1808.

Notwithstanding the opinion of the Company's law officers, I am decidedly against any further interference on the part of this Government in supporting the cause which has been tried at the last Sessions.

I apprehend it will be thought, that we have already gone far enough in what has been termed supporting the Commissioners, and that if we advance further, it may appear that we are acting in direct contradiction to the principle of our former resolution, namely, to assist the Commissioners in detecting false or forged claims upon the late Nabobs, for it appears that the very man whose cause has been defended, is charged, whether justly or not, I cannot tell, with being one of the principal fabricators of false bonds; consequently the part that Government is taking may operate as a discouragement to information, and a departure from the orders of the honourable the Court of Directors. I have great respect for the professional opinions of the Company's law officers, and which I should think it my duty to adopt in all cases involving points of law, which we are not expected to understand; but on matters of fact, or on subjects which every man in our situation ought to know, I will, as a Juror, think for myself, and give my opinion to the best of my judgment, and agreeable to the dictates of my conscience.

I know not, nor do the Company's law officers know, what may be done or tried at the approaching Sessions, but I know, as we all do, what has been done at the last; that the bills of indictment preferred by our law officers, on the recommendation of the Commissioners, against two men, were thrown out by the Grand Jury, and that the persons, in whom the Commissioners informs us, they still place the same confidence as before, have been convicted by the verdict of the Petty Jury, of uttering false bonds, and, I believe, of a conspiracy; and that bills of indictment were found by the Grand Jury against the two persons, whom it is recommended the Company's law officer, shall be directed to defend.

From the whole complexion of this case, with its numerous collateral circumstances, it is my anxious wish that Government may not only avoid an unnecessary responsibility, but also the probability of future discussions which may lead to much embarrassment, dissatisfaction, and to the serious interruption of public business.

(Signed) W[m] Petrie.

(No. 33.)

To the Chief Secretary to Government,

Sir,

I have this day had a personal conference with Mr. Sanders, on his return from Manargoody, and I find from him, that there are eight witnesses at Manargoody, whose evidence he considers material for Reddy Row and Anunda Row, but that they are in want of some pecuniary assistance, to enable them to travel down to Madras, which Mr. Ravenshaw did not consider himself authorized to advance without authority; I have therefore to request, than an order may issue *this day* to Mr. Ravenshaw, to afford the several persons, whose names are hereunder mentioned, such assistance as will enable them to travel to Madras, as their attendance will be required as soon as possible.

I have the honour to be,
Sir,
Your very obedient Servant,
(Signed) Robert Orme,
Sol[r] for the hon[ble] Company.

For St. George,
3[d] January 1809.

Witnesses,

Vemvada.
Rudrecoopen.
Jyaver.
Seva Shelumbrum.
Tervomalydedyachee.
Sarem Mahommud.
Parde Samel Pillah.
Rashapilla.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 34.)

To the Collector of the Southern Division of Arcot.

Sir.

I am directed by the honourable the Governor in Council, to enclose copy of a letter from the Company's Solicitor, and to desire that you will facilitate in such manner as may be necessary, the journey of the persons therein mentioned to the Presidency, their early arrival being considered by the law officers to be material.

Fort St. George, 3d January 1809.

I am Sir,
Your most obedient Servant,
(Signed) G. Buchan,
Chief Secy to Govt.

[No. 35. Letter from Messrs. Parry, and Abbott, dated the 23d December 1808.]—*Vide* N° 1. *of this class of printed Papers.*

[No. 36. Letter from Messrs. Parry Abbot and Maitland, dated 5th January 1809.]—*Vide* N° 3. *of this class of printed Papers.*

[Nos. 37. & 38. Letters to the Carnatic Commissioners, and to the Company's Solicitor, dated the 11th January 1809.]—*Vide ibid.*

(No. 39.)

To the Chief Secretary to Government.

Sir,

I have the honour to send herewith a copy of a letter I received from Mr. William Sanders, who was deputed by Government to proceed to Manargoody, in consequence of the requeſt contained in my letter of the 24th ultimo.

Fort St. George, 12th Jany 1809.

I have, &c.
(Signed) Robert Orme,
Solr for the Honble Company.

To Robert Orme, Esq. Solicitor for the Honourable Company.

Sir,

1. In obedience to the commands of the honourable the Governor in Council, as communicated to me in a letter from the Chief Secretary to Government, dated the 24th inſtant, I immediately proceeded on the object of my mission, and arrived at Teerovundee Pooram, the residence of the Collector of the southern division of Arcot, on Monday morning the 30th.

2. I delivered to Mr. Ravenshaw the letter from the Chief Secretary, and having obtained from that gentleman the necessary documents to the local authorities, explaining my mission, and ordering them, by rendering every assistance in their power, to facilitate the object of my inquiry, I left Teerovundee Pooram, and reached Manargoody on the following morning.

3. On my arrival at Manargoody, I learnt that the majority of the inhabitants, with whom it was desirable I should communicate, had only the evening before departed for Madras, to give evidence on the approaching trial, in obedience to the summons of the Supreme Court.

4. Such of the most intelligent inhabitants, from whom it was likely any authentic information could be obtained, were made acquainted with my arrival through the amildar, and ordered to attend at the village cutchery; and as my arrival at Manargoody was altogether unexpected, from the suddenness of my mission and the rapidity of my journey, I have no hesitation in pronouncing that the inhabitants were totally ignorant of the circumstances.

5. Having assembled about fifteen of the principal inhabitants, I proceeded to examine them separately on the several points contained in your instructions to me; the result of my inquiries are extremely favourable to the cause of the defendants Reddy Row and Anunda Row, and tend throughout entirely to disprove what has been attempted to be established on the part of the prosecution, namely, that Anunda Row, the son of Arnee Vencatah Row, and nephew to Vectel Row, was ever employed as a musmadar in the village of Manargoody during the years 1798 and 99, or indeed at any other period.

6. Towards the close of the Jamul year Sedartee, during the time that Vengah Row held the situation of amildar of Manargoody, one Anunda Row was employed in a variety of situations; such as gueval nurvees, inspector of the division of the crops, and other inconsiderable offices connected with the details of the districts. The time

time of his being employed, according to the information I have been able to collect, was nearly three months.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 39.)

7. This man was in person very different from the defendant Anunda Row, and as many of the inhabitants, with whom I had an interview, appeared to possess a lively recollection of his features and figure, I have been careful to insert, in their several declarations, an accurate description of his person.

8. The amildar of Manargoody, in consequence of instructions issued to him by the collector, Mr. Ravenshaw, to institute an inquiry, and endeavour to ascertain whether Anunda Row, the son of Arno Vencat Row, and nephew to Veetel Row, ever held the appointment of musnadar in the cutcherry of Manargoody, during the period that district was mortgaged or rented by Anvadanam, Lung Paup Iyer convened a meeting of the natammakarers and mahajins, and in the course of his inquiry, learnt that one Anunda Row was actually so employed; having ascertained that point without entering minutely into the merits of the case before him, which was so essential to enable him to form a correct judgment on it, he, the amuldar, was induced to report his partial and imperfect view of the subject, as conclusive to the fact of the defendant, Anunda Row, having held the appointment of musnadar in the cutcherry of Manargoody; and to the very imperfect manner in which the amuldar discharged a trust of such immediate importance to the parties concerned, is only to be attributed the error which occurred respecting the defendant, Anunda Row; an error evidently originating in the extreme negligence or duplicity of Narrain Pillah. The manner in which the amuldar is above stated to have ascertained the fact of Anunda Row holding the situation of musnadar in Manargoody, was communicated to me by himself, and his statement moreover corroborated by his immediate inferiors in office.

9. If further proof was necessary to negative the erroneous report of the amuldar, the following circumstances will put it beyond all doubt, and at the time it establishes that the defendant, Anunda Row, never was in any official capacity in Manargoody; also completely refutes the report, which is at least an assertion unsupported by any concurrent testimony.

10. Out of a great number of persons examined by the amuldar, three of the principal evidences adduced by him in his report, appeared before me, and declared in the most solemn manner, and will, when requisite, make oath, that the defendant, Anunda Row, was never in Manargoody; and though they speak confidently to the fact of an Anunda Row having been temporarily employed in Manargoody, yet they profess utter ignorance of his family and connections, which is easily accounted for, adverting to the short period of his service in their village.

11. The only circumstance that appears to offer itself in extenuation of a charge of want of assiduity on the part of the amuldar, is, that his duties are so multifarious as to demand his undivided attention, more especially at this particular season of the year, when the advanced state of the crops call for more than ordinary exertion; and thus, perhaps, he was rendered incapable of paying that attention to the reference of the collector, which the nature of the case certainly required.

12. The defendant, Anunda Row, arrived at Manargoody shortly after me, according to the direction previously given by you, having taken the precaution to secure the declarations of such part of the inhabitants whose testimony appeared material. In compliance with your instructions, I exhibited him to them, when they unanimously declared, they had never seen him before; indeed, from the description they gave of Anunda Row employed in Manargoody, I had no doubt as to the result of the experiment, who was described to be a man of very different appearance, and much more advanced in years.

13. Notwithstanding I instigated diligent inquiry to discover the present abode of Anunda Row, alluded to by the inhabitants, all my exertions to that end failed, though I have been given to understand he is at present in Madras.

14. I was not unmindful of that part of your instructions, where you request me to be particular in dates, and to procure as many of the village accounts as might be requisite to corroborate the testimony of the inhabitants; I have adhered to the former part of your instructions as closely as circumstances, and the imperfect recollection the ryots had of many points, would admit of; respecting the latter, all attempts to procure any document have been frustrated by the circumstance of Laungar Paup Iyer having (previous to the assumption of the country by the honourable Company) deputed his younger brother, Rama Samy Iyer, to Manargoody, who seized all the cadjam accounts and conveyed them out of the district.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 39.)

15. It was my intention of proceeding to Chillumbram, to prosecute my inquiries respecting some points of less importance than those I have now the honour of submitting to you, but being informed that summonses from the Supreme Court had been served on the principal witnesses residing in that quarter, and conceiving that the chief object of my mission had been accomplished at Manargoody I gave up all thoughts of going there.

16. The declarations and other papers connected with the inquiry are in my possession, and on my arrival at the Presidency, I shall embrace the earliest opportunity of delivering them to you.

17. I presented to Mr. Ravenshaw a list of such witnesses whose testimony appeared to me material, and requested he would have the goodness to expedite them to Madras.

18. One of the principal witnesses, whose testimony is likely to have great weight, is an islam. or moorman whose advanced years and infirm habit of body will not admit of his undertaking so long a journey on foot or horseback; I therefore beg leave to suggest the propriety of having him conveyed on a dooly.

19. The other witnesses being robust ryots, can I imagine undertake the journey without the smallest inconvenience; however, it will be absolutely necessary to advance them some trifling sums, to defray their expences on the road.

I have the honour to be,
Sir,
Your most obedient humble servant,
(Signed) W^m Sanders.

Teeroovundee Pooram, 30^th December 1808.

(No. 40.)

To Mr. William Sanders.

Sir,

The honourable Company's Solicitor having submitted a copy of your report, regarding the fulfilment of the mission entrusted to you, agreeably to the instructions which were communicated to you on the 24^th ultimo; I am directed to acquaint you, that the honourable the Governor in Council has entirely approved the prompt and judicious manner in which those instructions appear to have been carried into effect.

I am, Sir,
Your most obedient Servant,
(Signed) G. Buchan,
Chief Secretary to Government.

Fort St. George, 17^th January 1809.

(No. 41.)

To the Honourable Sir George H. Barlow, Bart. and K.B. Governor in Council, Fort St. George.

Honourable Sir,

Having by mistake omitted a copy of one letter, in our Memorial to the right honourable the Governor General in Council, we humbly request that your Honour in Council will be pleased to transmit the enclosed to the Supreme Government.

We have, &c.
(Signed) Thomas Parry.
W^m Abbott.
R. A. Maitland.

Madras, 11^th Jan. 1809.

(A true copy.)
(Signed.) G. G. Keble,
Sec^y to Gov^t.

(No. 42.)

To the Honourable Sir George H. Barlow, Bart. K.B. Governor in Council.

Honourable Sir,

The letter of the Chief Secretary to Government, transmitting the Memorial of Messrs. Parry, Abbott and Maitland, to me, through the Solicitor to Government, calls upon me to submit my observations only upon the subject of the late legal proceedings adverted to in that Memorial. But I trust I shall be excused in shortly noticing, in the first place, some other passages in that paper, which convey a direct charge of misconduct against myself, as having, for the purposes of my own interest, habitually misled and abused the confidence of the Commissioners.

It

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 42.)

It is not my intention to trouble your honourable Board with a detail of my private concerns, but it is well known, and has always been avowed by me, when the subject has arisen in the course of my duty, that I have, like many others, some of them much my superiors here, concerns in Nabobs' bonds, although not to any such extent as seem to be supposed by the authors of this Memorial. A share in one of those came to me by assignment from the house of Messrs. Tullock, Brodie, Haliburton and C°. during their embarrassment: in others I have received shares from different individuals who purchased them; and among these, I have understood that some had been shewn to Reddy Row, by persons who had confidence in him and were desirous of his advice, and that he had spoken favourably of them from his knowledge or recollection of the circumstances, disclaiming all knowledge of very many others, upon which he was also consulted.

After the present disputes began, I found that one of the bonds in which I held a share, by assignment from the house of Tulloh, Brodie, and C°. although not in the name of Reddy Row, had been his property, being the bond which was afterwards the subject of the late trial. I also found that he had some interest in another, of which I had also obtained a share in the same manner. Immediately upon being acquainted with this circumstance, I disposed of both those bonds, before I had occasion to give any opinion, public or private, regarding them. The purchasers were Messrs. Binny and Dennison, on behalf of a constituent. From that time I have not been interested in any claim in which Reddy Row ever had, to my knowledge or belief, any concern, nor for which he has given any certificate, nor which he ever stood pledged to me or to any person to support. I am interested in his fate only as believing him to be a very honest man, and one whose assistance, I understand, from the public declaration of the Commissioners, to be at the least highly important to the success of their investigations, in which all who believe themselves to be fair claimants must be equally interested. I cannot consider his fate as at all connected with claims, because he has expressed a favourable opinion of them; nor because it pleases the gentlemen who sign this Memorial to give solemn form to indefinite rumour, of which they appear here as at least industrious and avowed propagators, and for which they admit that they have no evidence to produce.

As a party concerned in the claims on the Carnatic, I did not think myself the proper adviser of the Commissioners on their arrival here, and indeed in accepting an interest in Nabobs' bonds, I acted (with the knowledge of the then Governor, Lord William Bentinck) upon the notorious principal of the consolidation, that the local authority and all its were to be excluded from every part of the trust, from the danger of personal interests or feelings; I accordingly took the earliest opportunity of mentioning to the Commissioners my situation as being interested, declining for that reason to be their legal adviser. Accordingly they never have advised with me at all, except upon the subject of the proceedings in Court, which, upon their application, I have received the order of Government to conduct, and regarding which my first communication with any one of them, was after they had made up their minds to recommend a prosecution against Paupiah and his witnesses, and after the senior Commissioner had called upon me to communicate that resolution, and to advise with me regarding it.

The suggestion of the Commissioners having habitually advised with me, is indeed so feebly advanced in the Memorial addressed to the Governor General, that it almost refutes itself. It is only asserted not to have been denied by Mr. Parker, upon cross-examination at the late trial; in which, if it had suited the object of the cross-examination, it is manifest that an unequivocal explanation of the truth might have been obtained. But to remove all pretence of doubt upon this point, I request that the Commissioners may now be called upon to give an explicit declaration, whether they have ever consulted me relative to any subject of the inquiries, except as the counsel of Reddy Row, and since of Mr. Batley, in regard to their defence, or the prosecutions of their adversaries; and whether their recommendations of those persons to the protection of Government, and to the assistance of its law officers, was not in each instance determined upon by the Commissioners, without any previous communications with me. Upon receiving these declarations, your honourable Board will be able to judge whether there is foundation for any part of the charge contained in this Memorial, of the Commissioners having been habitually misled by the advice of interested parties.

One point upon which I was consulted by the Commissioners, was the application of Mr. Light, as the attorney of Paupiah, to be furnished with copies of all the papers

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 42.)

papers and depositions before them, in the very matter which, at their application, I was conducting on the other side. I told them that I thought they were not bound in law to give the copies asked; but that, if they were, the Court would compel it; and that I saw no reason for them voluntarily to assist proceedings which they had ſtigmatized as corrupt and nefarious. No regular application for the copies asked, was made to the Court upon affidavit, nor was it pretended that the Court could interfere; but the matter being irregularly mentioned by the counsel on the other side, gave occasion to Sir Henry Gwillims using some strong language againſt the conduct of the Commissioners, nearly I believe to the effect mentioned in the Memorial; nothing was done by the Court, nor was any observation made by either of the other Judges: I believe I mentioned the occurrence at the time to the Commissioners.

The propriety of my advice, not to give copies of the papers, has since been felt in the evidence of one the witnesses, Viscoassoo Vencataramiah, who in his examination at the late trial, told a very different ſtory from what he had ſtated before the Commissioners, and appeared to have forgotten what he had before said; he now ſtands indicted for perjury.

I shall not obtrude any observations upon those parts of the Memorial in which the conduct of the Commissioners is generally objected to; but as the Memorial has been delivered at a time when the proceedings in Court are incomplete, when it is notorious that the judgment has yet to abide the result of several applications and arguments, and probably of a new trial, I cannot but remark upon the premature application of the reproach againſt the Commissioners, of supporting a man ſtated to be for ever infamous, when, perhaps, in a short period, the Court may set aside the verdict upon which the application of that term to him at all depends; and I cannot suppose that these gentlemen would have been in as great a hurry to anticipate the laſting disgrace of Reddy Row, if they had been very sanguine as to the result of the further proceedings.

Mr. Orme will lay before your honourable Board a full note of the proceedings at the late trial, and also a copy of the report sent to him by Mr. Sanders, upon his late mission under the orders of your honourable Board, to Manargoody.

Upon reference to the numerous exhibits, mostly translations from the Persian, annexed to the note of the trial and produced upon it, it will be seen how necessary to the fair trial of the cause it was, that I should be assisted by the Commissioners both as Persian scholars (there being not even a Persian interpreter in the Court) but also to explain the system of the duſters, of which they only could give any correct information. I requested their assistance, from feeling that I could not have conducted the defence without it; this has given occasion to their being charged in the protest, a copy of which is annexed to the Memorial, with having shewn the improper zeal of assistants and advisers to the parties under trial. It certainly gave them an opportunity in forming a very correct judgment of the whole case, having not only heard the whole, but also translated almost every document in it.

The Memorial begins (para. 2.) with stating the notorious fact of eight crores of pagodas, being the amount claimed before the Commissioners, of which it is inferred that seven crores or thereabouts must be forgeries; it then (para 3.) charges Reddy Row as a principal author of these forgeries, which it is stated (para. 4.) that he stands pledged to support, although it is admitted (para. 5.) that there is no proof to substantiate in general this charge, Upon reference, however, to the evidence of Mr. Goad upon the trial, it will be found that Reddy Row has, when called upon, declared to the Commissioners his opinion of the amount of the principal of the debt, stating it at not more than one crore, and it would thus appear that he stands to a certain degree pledged by that declaration not to support, but to cut down and disprove, the other seven crores of claims either as forgeries, or as being otherwise inadmissible. It would thus appear, not by rumour, but by proof, that the claimants of these seven crores of inadmissible claims, have a direct interest in the removal of Reddy Row. It is not quite so evident, except by giving credit to the rumours mentioned in this Memorial, what interest the owners of fair claims have in his removal.

Upon reference to the note of the trial, and accompanying copies of exhibits, it will be seen that the statements in the 6th paragraph of the Memorial, with regard to the bond lately in suit, were proved upon the trial to be wholly incorrect; it is clearly proved, that Messrs. F. Lautour & Co. did pay the deficiency of kist on the

15th

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 42.)

15th June 1797, upon the failure of Major Lindsay, they having made payment of 1,13,000 pagodas on that day, which was entered in an account, for the balance of which the Nabob afterwards mortgaged his palace of Chepauk. This evidence seems to refute any statement which may have been made to the contrary by Mr. Parry; it will be found to have been also proved, that an entry of the loan, the subject of the late trial, was at one time in all the dufters, although now missing in one of them; this is now proved by Sooba Row, a witness on the part of the prosecution, as well as by Mr. Batley, and the deficiencies in the one dufter, were traced to a cause fully admitted and proved by Tremul Row, also a witness on the part of the prosecution. It was also proved by Tremul Row and Sooba Row and others, that by the nature of the payment of the sum of 290 pagodas by the amuldar, no entry of it could appear in the dufters of the durbar. Thus every statement in that paragraph will be found to have been refuted upon the trial.

Upon the general result of the enquiries now on foot, it is very difficult to speak with absolute certainty. The verdict of a jury, however unexpected, and however it may differ from the opinion of the Judge who tried the cause, is not to be disregarded, and while it remains in force, is entitled to consideration. If the authors of the reports againft Reddy Row, mentioned in a Memorial, have succeeded in obtaining general belief in the confined settlement, and in raising a general impression againft him as guilty of unnumbered forgeries, of which no legal evidence can be given, it is impossible to calculate the effect of that belief, and of those impressions upon the minds of any jury.

Upon one prominent and seemingly notorious fact, or moft audacious impofture, the supposed residence of Anunda Row at Manargoody, at a time inconsistent with the whole ftatements of Reddy Row (the evidence upon which point at the trial, evidently appears to have been the main ftrength of the prosecution), it became my duty to point out the beft means of eftablishing the fact in the moft incontrovertible manner, for the satisfaction of your honourable Board, and for the general purposes of juftice, whoever might be found to be in the right. Accordingly, I recommended, before the trial, that the collector of the diftrict fhould be directed to make enquiries upon the spot, and report the result; that not having been done by him in person, I advised, after the trial, that some gentleman in the confidence of Government, and acquainted with the native languages, should then be sent to ascertain the truth. The report of Mr. Sanders shews the result of that enquiry to have been in direct refutation of the evidence in support of the prosecution, as to this point. If the truth had been found, upon that enquiry, to be opposite to what Mr. Sanders ascertained and reported it to be, the Commissioners might possibly have withdrawn their confidence from Reddy Row, if any parole teftimony could have counterbalanced the effect of the documents in their own cuftody.

I shall here close my observations upon the Memorial, except the notice that one of the signatures to it appears to be extraordinary, as affixed to a paper charging misconduct againft the Commissioners, for only liftening to the suggeftions of interefted parties: the parties signing this Memorial found their claim to the attention of the Governor General, upon the deep intereft which they have, as creditors, in the removal and detection of Reddy Row. One of these gentlemen, Mr. Maitland, is the magiftrate who committed him for trial, inftead of committing those recommended for prosecution for perjury againft him. The Commissioners have also ftated the circumftances which attended that commitment, upon which, however, under the present imputation of intereft motives on my part, I shall make no further comment.

Fort St. George, 16th January 1809.

I remain, &c.
(Signed) A. Anstruther,
Advocate General.

(A true copy.)
(Signed) G. G. Keble,
Secretary to Government.

(No. 43.)

Sir, To the Chief Secretary to Government.

I have the honour to acknowledge the receipt of your letter of the 11th inst. enclosing the copy of a Memorial which has been addressed by three creditors of the late Nabobs of the Carnatic to the Supreme Government, in order that I may be enabled, in communication with the Advocate General, to submit such obser-

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conſ. (No. 43.)

vations on the late legal proceedings adverted to in that paper, as the nature of the subject may appear to require.

2. That Memorial, with the papers to which it refers, I have submitted to the Advocate General, and have now the honour to forward his observations thereon.

3. The copy of the report of the proceedings of Mr. Sanders, on his late mission to Manargoody, I have already forwarded to Government, and I now send herewith notes of the proceedings in the Supreme Court, during the course of the trial, which are as full and correct as my necessary attendance to the progress of the cause would allow me to make them. The whole of the translations of the Persian, exhibited in the appendix to those notes, were made by the Commissioners.

4. It is not necessary for me to add any thing to the reasons that are submitted by the Advocate General, for being interested in the bonds of the late Nabobs of the Carnatic. I confess that I became a joint sharer with others in the purchase of Nabobs' paper, at a time when two of the Memorialists in particular, and many others (some of them in high official situations here) had already purchased, and were then purchasing, interests and shares in papers of that description. At that time, I had seen the printed memorandum of the agreement which was to be the basis of the arrangement between the Honourable Company and the creditors; and from that it appeared manifeſt, that this Government and its servants and officers were precluded from any interference in the inquiry, as to the validity of any of those debts which were to be participants in the fund to be appropriated for their liquidation. I therefore conceive that my becoming intereſted in those securities, was not likely to interfere in any respect with my duties as Solicitor to this Government. But after the objections to the bond in queſtion had been made, I found that I had, with several other gentlemen, a very small share therein; and after I had received the commands of this Government to carry on the prosecution againſt the parties, as suggeſted to Government by the Commissioners, I parted with all my share to a house of agency in Madras; and I have not since been, and am not now, intereſted in that or any other claim in which Reddy Row, to my knowledge, has or ever had any concern, or for which he has given any certificate, or in any way ſtands pledged to support.

5. As the Memorial ſtates that it is manifeſt, from the whole of the conduct of the Commissioners, that they have acted by the advice of Mr. Anſtruther and myself, and that we, from selfish and intereſted motives, have taken pains to make improper impressions on the minds of the Commissioners, I feel it my duty to ſtate, that until the Commissioners wrote in to Government for the advice of its law officers, as to the opposition made by Paupiah Braminy and his associates and abettors to the bond in queſtion, I had no communication whatever with the Commissioners on the subject of their duty as Commissioners, nor have I since been consulted by them in any matter whatever in relation thereto, except as respects the various proceedings that have arisen in the Supreme Court. But if the Memorialiſts (two of whom were actively employed and in daily attendance during the trial) had wished to ascertain the fact as to the advice that Mr. Anſtruther and myself had given to the Commissioners, and whether that advice had proceeded from those motives which they have wantonly, and without cause, attributed to us, they had an opportunity of doing so by a cross-examination of myself, when I was called as a witness on the trial. But those gentlemen would seem to be satisfied with assertions only, and impute guilt from it, without taking the trouble of full inveſtigation into the charge on which it is founded. In support of this observation I beg to mention, that on one of the Memorialiſts having lately ſtated to me as a fact, that Reddy Row had (as the Memorialiſts have ſtated in the fourth paragraph of this Memorial) given certificates vouching for the truth and validity of forged bonds offered for sale, in consideration of sums of money paid to him, I requeſted that Memorialiſt to produce to me one of such certificates; and assured him that if I found, on a full enquiry, that such certificate did relate to a false bond, that I should think it my bounden duty to ſtate the fact to Government and to the Commissioners; and that I could have no doubt that that protection which had been hitherto given to Reddy Row by the Commissioners, and by Government at their requeſt, would be withdrawn, and he would be left to that infamy which such conduct would neceſſarily deserve. Although I was then promised that such a satisfactory certificate would be produced, I have as yet had none shewn to me; and I now learn from the Memorial, that although the fact is believed by the Memorialiſts, yet no evidence can be produced of its exiſtence.

6. The application that has been made by the Advocate General, for a new trial, founded

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

founded on the weight of evidence being against the verdict, and in the verdict being against the opinion of the Judge who tried the indictment, will not come on for decision until the beginning of next month, when I shall have the honour of reporting such further proceedings, in relation to this verdict, and the evidence on which it was founded, as may then occur.

I have the honour to be
Sir,
Your very obedient Servant,
Robert Orme,
Sol^r for the Hon^ble Company.

Fort St. George,
18th January 1809. (Signed)

[Enclosure in the Letter from the Company's Solicitor, is the trial of Reddy Row and Anunda Row.—*Vide* No. 7. *of this class of printed Papers.*

To the Honourable Sir George H. Barlow, Bart. and K. B. Governor in Council, Fort St. George.

(No. 44.)

Honourable Sir,

As we deem it of importance that the honourable the Court of Directors should receive the earliest information of all our proceedings relative to the impeachment of Roya Reddy Row's claim, his subsequent trial and conviction, and protest against the Commissioners; we humbly pray that your Honour in Council will be pleased to transmit the accompanying Memorial and documents, a number in your packet by the present dispatch.

We beg leave to explain to your Honour in Council, that our application for the transmission of these documents to the honourable the Court of Directors, by no means proceeds from any doubt in our minds, that the Supreme Government will listen to the prayer of our Memorial, but from a desire to communicate as early as possible, that which regards the interest of the Honourable Company equally with our own.

We have, &c.

Fort St. George,
19th January 1809. (Signed) Tho^s Parry.
W^m Abbott.
R. A. Maitland.

(A true Copy.)
(Signed) G. G. Keble,
Sec^y to Governm^t.

To the Honourable Sir G. H. Barlow, Bart. and K. B. Governor in Council.

Honourable Sir,

We have the Honour most respectfully to solicit your honour in Council to transmit the enclosed letter to the honourable the Court of Directors, containing an important fact connected with the subject of our Memorial of the 19th instant.

We have, &c,

Madras,
23d January 1809. (Signed) Tho^s Parry.
W^m Abbott.
R. A. Maitland

(A true Copy.)
(Signed) G. G. Keble,
Sec^y to Governm^t.

To the Honourable the Court of Directors of the United East India Company, London.

Hon^ble Sirs,

Referring your Honors to a Memorial which we had the honour to address to your Honours, under date the 19th instant, we beg leave to state, in support of the allegation contained therein, regarding the interest which the law officers of the Company have in bonds purchased from Roya Reddy Row, that it was this day proved in Court, upon the oath of Mr. John Tulloh, that one-seventh share in the bond for thirty-eight thousand five hundred pagodas claimed by Roya Reddy Row, and which was the subject matter

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf.

matter of the late trial, was sold and transferred by his house to Mr. Anstruther, the Company's Advocate.

We have, &c.
(Signed) Tho^{s}. Parry.
Wm. Abbott.
R. A. Maitland.

Fort St. George, 23rd January 1809.

(A true copy.)
(Signed) G. G. Keble,
Secretary to Government.

(No. 46.) To Messrs Thomas Parry, William Abbott, R. A. Maitland.

Gentlemen,

I am directed by the honourable the Governor in Council to acknowledge the receipt of your letters of the 5th 11th 19th and 23rd instant, with the several papers which accompanied them, and to inform you that copies of those documents will be forwarded to the honourable the Court of Directors, and to the Supreme Government, agreeably to your request.

I am, &c.
(Signed) G. G. Keble,
Secretary to Government.

Fort St. George, 28th January 1809.

(No. 47.) To the Advocate General.

Sir,

1. I am directed by the honourable the Governor in Council to acknowledge the receipt of your letter of the 16th instant, and to inform you that he is entirely satisfied with the explanation therein submitted.

2. I am further directed to inform you, that copies of that letter will accompany the Memorials to which it is a reply, on their transmission to the honourable the Court of Directors and to the Supreme Government.

I am, &c.
(Signed) *G. G. Keble,*
Secretary to Government.

Fort St. George, 28th January 1809.

(No. 48.) To the Honourable Sir George H. Barlow, Bart. and K. B. Governor in Council.

Hon^{ble} Sir,

We have the honour most respectfully to solicit your Honour in Council to transmit the enclosed letter to the Supreme Government, containing an important fact, connected with the subject of our Memorial of the 5th instant.

We have, &c.
(Signed) *Tho^{s} Parry.*
Wm Abbott.
R. A. Maitland.

Madras, 23rd January 1809.

(A true copy.)
(Signed) G. G. Keble,
Secretary to Government.

(No. 49.) Extract General Letter (from Fort St. George) to England; in the Law Department; dated 27th January 1809.

Para 1.—Our last letter to your honourable Court, from this department, was dated the 24th October last.

2. In that letter we submitted a particular account of our correspondence with the Commissioners appointed for the investigation of the Carnatic claims, in regard to the pending trial of Reddy Row, sheristadar of his highness the Nabob, on a charge of forgery preferred against him by Paupiah.

3. We have the honour to state that the trial of Reddy Row, as also of Anunda Row (on the same charge) accordingly took place, and that, after an investigation of extraordinary length, they were found guilty, according to the verdict returned by the Jury.

4. As, however, the verdict was contrary to the evidence adduced on the trial, and

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 49.)

and in direct opposition to the Judge's charge to the Jury, the execution of the verdict has been suspended, and a motion made for a new trial.

5. The Commissioners in reporting these facts, at the same time stated that a fresh indictment had been preferred againſt Reddy Row, in conjunction with Mr. Batley, the Nabob's Engliſh Secretary, on the charges particularly explained in the letter from the Commissioners, who at the same time stated on strong ground, their recommendation that the law officers of Government should have orders to defend Reddy Row, and Mr. Batley, on the trial of the indictments preferred against them; the Commissioners observed, that their "opinion of the innocence of Reddy "Row, and of Mr. Batley, as to all or any of the charges preferred againſt them, was unshaken."

6. Having judged it proper to refer the letter of the Commissioners for the opinion of the law officers, the reply which was submitted entirely accorded with the facts which the Commissioners had stated; the Advocate General recurred to the opinion which he had formerly expressed with regard to the responsibility attached to the station of the Commissioners, and repeated, that it appeared to him that "they "are entitled to apply to this Government, to obtain the protection of the public "authority in its different branches, for their officers, against prosecutions which the "Commissioners consider to originate in the designs of interested persons against "their officers, connected with the duties which those officers have to discharge in "their employ."

7. We have the honour to refer you to a minute, which was recorded by Mr. Petrie, in explanation of his objections againſt the further support of the law officers of the Government being given to the persons whom we have mentioned, on the ground, chiefly, that one of the persons had been found guilty, by the verdict of the Petty Jury, of the crime with which he was charged; Mr. Petrie observed at the same time, that from the whole complexion of the case, with its numerous collateral circumstances, it was his anxious wish that the Government might not only avoid an unnecessary responsibility, but also the probability of future discussions, which might lead to much embarrassment, dissatisfaction, and to the serious interruption of public business.

8. After full consideration of the subject, we deemed it to be our duty to comply with the application of the Commissioners, supported as it has been by the opinion of the law officers, and we issued the necessary orders for that purpose.

9. We brought under your attention in our laſt dispatch, a correspondence which occurred with certain creditors of the Nabobs of the Carnatic, regarding the course of proceeding which we had judged it proper to observe on the subject of the present inveſtigation. Two of those creditors, with the addition of Mr. R. Maitland, have recently laid before us a Memorial addressed to the Supreme Government, containing a recital of the circumſtances already brought under your attention; and requeſting on the grounds which they have ſtated, that the present Commissioners may be removed, and others appointed in their place.

10. The creditors in question have also addressed a Memorial to your honourable Court, accompanied by a copy of a Memorial to the Supreme Government, which is forwarded agreeably to their request.

11. We at the same time judged it proper to allow to the Commissioners and to the law officers, an opportunity of submitting the observations which they might think necessary on the subject of those papers. The reply of the law officers has been received, and a copy of it being transmitted in the packet, we have no doubt that it will appear to you to convey a clear and candid vindication of every part of their official conduct.

12. On this subject, we are led to draw your particular attention to the great merit of your Advocate General, Mr. Anstruther. This gentleman has on every occasion where the intereſts of the Government have been concerned, and when it has been requisite to call for his legal assiſtance, exerted himself with a degree of energy and effect which we cannot sufficiently commend.

13. In the late trials in the Supreme Court, to which your attention has been particularly drawn, the public interests have derived the moſt important benefit from his firmness and talents. The exertions of Mr. Anstruther, in the execution of his public duty, having been exposed to the efforts of contending interests, the task which he has been called upon to fulfil has been, not unfrequently, of the moſt irkſome nature; but it is due to him to state, that no feeling of personal inconvenience or difficulty has ever made him hesitate in the faithful and zealous performance of the duties of his ſtation.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 49.)

14. We consider the ſtrongeſt teſtimony of our approbation to be due to Mr. Anſtruther, and we recommend him, as a public officer of great merit, to the approbation of your honourable Court.

15. We are under the necessity of drawing the attention of your honourable Court to a correspondence with Mr. Charles Marsh, a barrister of the Supreme Court at this Presidency.

16. At the period of the departure of Sir Henry Gwillim for England, in October last, addresses were presented to him by some European and Native inhabitants of this place; and though those addresses were not entirely free from objection, yet as they were not of a nature to call for particular notice, the publication of them was permitted in the newspapers of this Presidency.

17. It is known to your honourable Court, that agreeably to the established orders founded on instructions from the Supreme Government, all newspapers are submitted to the Chief Secretary, for inspection, previously to their being published; we have the honour to state, that a few days after the embarkation of Sir Henry Gwillim for England, one of the newspapers was submitted in the usual form, for inspection, which contained an address from some of the gentlemen attached to the supreme Court at this Presidency, to Sir Henry Gwillim, with his reply; and as both (but particularly the latter paper) appeared to be of an exceptionable nature, a communication was made regarding the circumstance, to the honourable the President, under whose authority orders were given for preventing the publication of the address in question, and of the answer.

18. No copy of the papers was retained, but it is sufficient to say, that they were obviously connected with views of the most factious nature.

19. It is to this subject that the correspondence of Mr. Charles Marsh alludes, though that person has availed himself of the protection which he derives from his employment in the supreme Court, to convey in his letters expressions highly disrespectful in their nature. We have only been induced to bring the reprehensible proceedings of this person to your notice, as he has stated his intention of addressing a Memorial to your honourable Court on the subject, which it became necessary accordingly that we should explain for your information.

* Not received in England.

20. Since writing the above paragraphs, we have received a further Memorial * addressed to your honourable Court, by Messrs. Thomas Parry, William Abbott and R. Maitland, which is forwarded agreeably to their request.

21. The subscribers of the Memorial, in adverting to the subject to which it relates, could not have been aware that the Advocate General had already, in the paper brought to the notice of your honourable Court in this letter, explained the transactions in a manner entirely satisfactory to us, and creditable to himself.

(No. 50.) To the Honourable Sir George H. Barlow, Bart. K. B. Governor in Council.

Honourable Sir,

We have the honour most respectfully to solicit your Honour in Council to transmit the enclosed letter to the Supreme Government, containing the important communication of the conviction of Mr. John Batley.

We have, &c. &c.
(Signed.) Tho' Parry.
Wm Abbott.
R. A. Maitland.

Fort St. George,
2d Febr 1809.

(No. 51.) To the Honourable Sir G. H. Barlow, Bart. K. B. Governor in Council.

Honourable Sir,

The Solicitor to Government submitted to your honourable Board the detailed report of the proceedings in the trial of Reddy Row and Anunda Row for conspiracy; I have now to report the result of the subsequent trial of Mr. Batley, the Nabob's Secretary, upon a charge of perjury committed on the former trial.

The point upon which the perjury was assigned, was that of Mr. Batley having, upon the former trial, sworn that he had habitually seen Anunda Row at the durbar, in Colonel Barrett's room, for a period of two or three years (to the best of his recollection) before the Nabob's death, which happened in July 1801.

The case made on the part of the prosecution was, that Anunda Row was at Chellumbrum, employed in the cutchery as a Persian writer, till November 1798; that

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 51.)

that during all the year 1799 he was employed in the cutchery of Manargoody as Mahratta writer, or in settling the accounts of his office, except during two months of that year, when he was stated to have been employed at Chellumbrum.

They also produced, out of the possession of the family of Paupiah, papers in the Mahratta language, sworn to be Anunda Row's hand-writing, relative to the revenues of Manargoody during the above period; and one letter in Malabar was produced, and sworn to be in the hand-writing of Anunda Row, exactly specifying the date of his arrival at Madras.

Three witnesses also swore, that Anunda Row never was in attendance at the durbar, but was only a private servant attending at the family dwelling of Colonel Barrett, the dewan, from September 1800.

The case made on the part of the defence was, that Anunda Row left Chellumbrum early in 1797, and immediately came to Madras; from which period he was constantly in the durbar service, as moonshee attached to Colonel Barrett, till the Nabobs death, excepting only one visit to his relations at Chellumbrum in 1799, for his health.

To prove this, a number of persons from Chellumbrum, about equal to those on the part of the prosecution, deposed to his quitting that place in April 1797, and negatived his stay there during the latter part of that year, or any part of 1798.

The whole of the inhabitants of Manargoody, with the exception of one peon in the service of the amildar (who had been produced on the part of the prosecution) denied having ever seen him in that village at all.

Several witnesses negatived the hand-writing of Anunda Row to the Mahratta papers produced, and denied his having ever been able to write the Malabar character, he being a Mahratta bramin.

The officers of the durbar, and others in the habit of attending the late dewan, Colonel Barrett, upon business, to the number of 17, proved the attendance of Anunda Row at the durbar from June 1797 till the death of the Nabob.

In all these points, there was direct contradiction of evidence on the opposite sides.

The durbar records, or dufters, produced by the Commissioners, shewed a regular and numerous series of documents in the hand-writing of Anunda Row, upon all subjects, from September 1797 to the death of the Nabob.

Many of these bore the hand-writing of the late Nabob, proved by several witnesses, and not disputed upon either the former or this trial.

Several proved to be in the hand-writing of Anunda Row, dated in 1797 and the subsequent years, were proved to be subscribed by Roya Anunda Row, formerly peishcar of the Carnatic, who died in 1800, about a year before the late Nabob.

Others in his hand-writing and in the same years, were proved to bear the official entry and endorsement of registration of one Roya Streenevas Row, a sheristadar, who died a month or two before the above-mentioned Roya Anunda Row, in 1800.

Many copies of these, and other parts of the same transactions, were traced in the hand-writing of others since dead, and of many now living, some of whom were called, and attested them.

Several of these papers related directly to the subject of the trial.

The original application for the appointment of Anunda Row, in May 1797 was proved by the witness who wrote it, and was subscribed by the above-mentioned Roya Anunda Row, who died a year before the late Nabob.

Three lists of servants of the durbar in 1797 and 1798, were proved to have been found in the dufters, each containing the name of Anunda Row, and on one of them the Nabob's attestation of his 'having seen it,' was proved to be in his own hand-writing. Receipts for pay signed by Anunda Row was proved to have been found in the dufters.

The Issumnawes or order for increase of Anunda Row's pay in September 1799, was proved by the officer who wrote the petition, and the Nabob's acquiescence and order thereon were proved to be in his own hand-writing.

Two orders upon different provinces, for arrears of pay due to Anunda Row subsequently to the Issumnawes, were proved by the officer who made them out, and had been found in the dufters.

The list of arrears of pay of the servants of the durbar, settled by the Committee of Government three years ago, was produced, with the detailed statement as to

this

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recert Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 51.)

this claim, as entered in the list. It represented the claim of Anunda Row to proceed upon the above Issumnawes of September 1799; the list was signed by all the buckshees (about 12) and the detailed statement of this claim was in the handwriting of one buckshee, who proved that he made it out from the above Issumnawees of September 1799, and appeared to be attested by two other buckshees, the one of whom proved it, the other being dead two years ago.

To meet this body of documentary evidence, the only attempt at an answer or explanation was a reference to the supposed notoriety of the fact, that no reliance could be placed on the dufters, with the insinuation (negatived by the evidence) that they had been open to interpolation.

The Chief Justice summed up to the Jury very shortly and strongly, telling them that they could not find the defendant guilty, without making their minds to the proposition, that the whole inhabitants of Manargoody and all the servants of the durbar were totally perjured, and unless the documents produced from the dufters, and not disputed by evidence, should be all presumed to be fabricated for the purposes of fraud.

The Jury, which was a special one, and contained as respectable men as I can ever hope to see on a Jury in Madras, after nearly three hours consideration, returned a Verdict of Guilty, recommending the defendant to mercy.

Had the parole evidence on both sides been the only criterion of the truth, I should not have been surprized at this verdict; for the evidence for the prosecution, upon this second trial, was much better arranged and digested than on the former, and purified from the contradictions and improbabilities which had then appeared; while on the other hand it is impossible to suppose, that in a list of about 40 witnesses, mostly cultivators from the distant villages Chillumbrum and Manargoody, produced for the defence, some should not have been perplexed by the cross-examination of adverse counsel.

But the body of documentary evidence from the dufters appeared to me so irresistible, that I looked not forward to the possibility, that a verdict of Guilty would have been pronounced by such a Jury.

I much fear, that the rumours so distinctly avowed in the late Memorial addressed to the Governor General against the acts of the Commissioners, and which are there admitted to be not supported by proof, have gained too firm root in the Settlement; and that the fraudulent interpolation of forgeries in the dufters, is too generally received as a notorious and undisputed fact, and has the effect of even totally vitiating the documents in the public opinion, by the suspicion attached to the repository, however strong the internal or extraneous evidence in support of them, may otherwise be.

On this day, the Chief Justice declared his determination, not to pronounce any judgment on the case of Mr. Batley; he remarked the recommendation to mercy by the Jury, accompanying the verdict of guilty of wilful and corrupt perjury, of the punishment of which, one necessary part is that of rendering the party for ever infamous in law. He said that he could not otherwise interpret nor give effect to the recommendation of the Jury, as accompanying such a verdict, except by submitting the whole, with his report upon it, to the judgment of the King, the only source of mercy. This he also considered as being the most advisable and proper course to be adopted under all the circumstances attending these inquiries, to which circumstances he did not think it necessary then particularly to advert.

He added, that from the same circumstances, and from the close connexion between the two cases, he should adopt the same course with respect to the verdict against Reddy Row and Anunda Row, by submitting the whole to the judgment of the King; and directed the parties to enter into fresh recognizances.

On Mr. Marsh objecting to this course, as to Reddy Row and Anunda Row, and speaking of it as a recommendation to mercy, the Chief Justice corrected him; he said, that that was not the nature of his intended reference of the case to the King; that he should submit it as it now stands, with his report upon it, not as a recommendation to mercy, but to obtain the judgment of the King upon the whole case.

I have thought it proper to submit to your honourable Board this statement of the case, and of my impressions upon it, for your satisfaction and information, and that of the honourable Court of Directors and its law officers at home, in the event of any steps being considered advisable upon the subject.

The report of the Judge will lay the two cases at length before the highest authority. If necessary, I should suppose that access to that report may be allowed to the

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf.

the honourable Company's officers at home, for any purpose connected with the pronouncing of judgment. I have not, therefore, thought it necessary to direct the Solicitor to Government to make out a detailed report of this trial, unless it shall be directed by your honourable Board.

I am, honourable Sir,
Your most obedient
humble Servant,

Madras, 6th February 1809. (Signed) A. Anstruther, Advocate General.

Extract from the Minutes of Consultation, dated 8th February 1809.

(No. 52.)

Read the following letters from the Commissioners for investigating the Carnatic claims.

No. 1.

To George Buchan, Esq. Chief Secretary to the Government, Fort St. George.

Sir,

We are concerned to state to you, for the information of the Honourable the Governor in Council, that on the 2d instant, a verdict of guilty, accompanied by a recommendation to mercy, was pronounced in the supreme Court, against Mr. Batley, on his trial for perjury, on the prosecution, as avowed in Court by their own Advocate, of Messieurs Roebuck, Parry, Abbott and Maitland, in which he had, at our suggestion, been defended by the law officers of Government.

2. It having been some time ago announced, that a special Jury would be summoned on the occasion of Mr. Batley's trial, we were induced to hope that their verdict would satisfactorily establish the validity or invalidity of the grounds on which the prosecution had been instituted; but with every degree of deference for the verdict of a special Jury, we have no hesitation in avowing, that in the present instance, the evidence adduced on the trial of Mr. Batley, has not in any degree had the effect of altering our opinion on the merits of the case, or impairing the strength of our conviction, that both Mr. Batley and Reddy Row are entirely innocent of the charges on which they were indicted.

3. We might, perhaps, under any circumstances, have deemed it proper to avow this opinion; but in the present instance, it is peculiarly satisfactory to us to be able to corroborate our own sentiments by those of the Chief Justice himself. In addressing the Jury on the recent trial, the tendency of the charge of the Chief Justice was strongly in favour of the acquittal of Mr. Batley; and in publicly delivering the decision of the Court this day, he announced his resolution to decline entering up judgment against the defendant on either of the indictments, and to submit the two verdicts, with his own reports and observations on the respective trials, to the wisdom and consideration of the King.

4. Since the conclusion of Mr. Batley's trial, a letter has been addressed to us, by Messieurs Parry, Abbott and Maitland, of which we have the honour to enclose a copy, requesting us to furnish them with copies of certain papers, and containing an obscure and indefinite expression of their intention to proceed to the institution of further prosecutions, the objects of which are not mentioned by them, nor can easily be conjectured by us; and in the course of the proceedings in Court this day, a menace was distinctly, and unreservedly uttered by the Advocate for the prosecution on the late trial, that if the Commissioners in India should, under the verdicts which had been recently pronounced, make to the Commissioners in England a favourable report of the authenticity of the bond claimed by Reddy Row, he would himself render them the object of a criminal prosecution.

5. The effects of the trials which have already taken place, have been of a tendency to impede, in a most essential degree, the discharge of our public functions; and from the institution of the further prosecutions which have been threatened, or from the adoption of any other measures calculated to oppose our proceedings, we can contemplate no other result, than the complete and effectual obstruction of our official duties.

6. Under these circumstances, we feel ourselves reduced to the indispensable necessity of distinctly and unreservedly stating to the honourable the Governor and Council, that unless measures are adopted by Government, to relieve us from the embarassment to which we have been reduced by the persons who have avowed themselves the prosecutors on the late trials, it will be utterly impracticable for us to proceed with any immediate effect, or with any prospect of ultimate success, in the

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 52.)

discharge of the duties which have been confided to us. We are prepared to make every exertion that may be in our power, and to do every thing we can towards the promotion of the public interests, but we feel that our exertions alone can be of no avail, and that without the aid of Government in this emergency, all our endeavours to discharge the functions of our office must be rendered nugatory and abortive.

We have, &c.
(Signed) W. Parker.
S. T. Goad.
Henry Russell.

Office of Commissioners for investigating the Carnatic Debts, Feb^{y} 6th 1809.

To William Parker, S. T. Goad, and Henry Russell, Esquires, Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Gentlemen,

As it appears from the examination of Mr. Tulloh in the Supreme Court of Judicature, on Monday the 23^{d} January, and from the examination of Mr. Goad, upon the trial of Mr. John Batley, that Roya Reddy Row has committed wilful and corrupt perjury, in swearing that the bond purporting to be a bond of Omdut ul Omrah, in favour of Gopaul Row, for 38,500 pagodas, was his property; and as it is established by the result of two trials, that Anunda Row has committed wilful and corrupt perjury, in swearing that he was in the service of the durbar at the time that the aforesaid bond bears date; and as it appears that Sundera Row and Runga Row have given evidence upon the trial, differing from their informations before you, we request that you will furnish us with certified copies of the informations sworn to before you, by the aforesaid Roya Reddy Row, Anunda Row, Sundera Row, and Runga Row, or that you will allow our solicitor, Mr. W. Light, to take notarial copies of the same, as it is our intention to prefer bills of indictment against the person or persons who shall appear to have been the suborner or suborners of these perjuries, or who has or have otherwise conspired to aid and abet the cheat attempted against the public and private creditors of the Nabobs of the Carnatic, by means of the aforesaid forged bond in favour of Gopaul Row.

We request you will be pleased to favour us with an early answer to this application.

We are, Gentlemen, &c.
(Signed) Thomas Parry.
W^{m} Abbott.
R. H. Maitland.

Fort St. George, 3^{d} Feb^{y} 1809.

To the Chief Secretary to Government, Fort St. George.

Sir,

As a confirmation of the representation made to Government in our letter of this date, of the embarrassed state to which we are reduced by the course of opposition which we have lately experienced, and as a further proof of the indispensable necessity which exists for the adoption of some decisive measures by Government to support us in the discharge of our official duties, we beg leave to enclose to you, for the notice of the honourable the Governor in Council, copies of a correspondence which has this day taken place between us and three of the persons who have been most openly engaged in opposition to our proceedings. The second of the two letters from those persons, which we now transmit, has been just received by us.

We have, &c.
(Signed) W. Parker.
S. T. Goad.
Henry Russell.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, Feb^{y} 7th 1809.

To W^{m} Parker, S. T. Goad, and H^{y} Russell, Esquires, Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Gentlemen,

In consequence of a communication made to us, this day, by Mr. Robert Scawen, we now beg leave to apply to you for copies of the whole of the informations taken by you in the several investigations of Reddy Row's claim.

We are, &c.
(Signed) Thomas Parry.
W^{m} Abbott.
R. A. Maitland.

Madras, 6th Feb^{y} 1809.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 52.)

To Mess^{rs} Parry, Abbott and Maitland.

Gentlemen,

We have received your letter of yesterday's date. On consideration we do not think it incumbent on us to furnish you with any further papers relative to the claim of Roya Reddy Row, and must therefore decline to comply with your application.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 7th Feb^{y} 1809.

We are, &c.
(Signed) W^{m} Parker.
S. T. Goad.
H^{y} Russell.

To W^{m} Parker, S. T. Goad, H^{y} Russell, Esquires, Commissioners for investigating the Debts of the Nabobs of the Carnatic.

Gentlemen,

We have received your letter of this date, refusing us copies of the informations which we had applied for, regarding the claim of Roy Reddy Row.

In consequence, we beg to inform you, that if you persist to refuse us the copies of papers which we think necessary to enable us to bring to justice all the persons that have aided and abetted the infamous fraud that has lately been the subject of judicial enquiry, we are advised by our Council to move for a criminal information against you in the Supreme Court of Judicature, which we shall accordingly do to-morrow.

We are, &c.
(Signed) Tho^{s} Parry.
W^{m} Abbott.
R. A. Maitland.

Madras, 7th Feb^{y} 1809.

To Mess^{rs} Parry, Abbott and Maitland.

Gentlemen,

We have received your letter of this date, and think it proper to repeat our answer to your former application, that we do not feel it incumbent on us to furnish you with any further papers.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 7th Feb^{y} 1809.

We are, &c.
(Signed) W^{m} Parker.
S. T. Goad.
H. Rusell.

The Governor in Council having maturely considered the facts represented in the preceding letters, it appears an object of urgent consideration, that early means should be taken to remove the difficulties which at present embarrass the inquiry of the Commissioners appointed for the investigation of the Carnatic claim; the Governor in Council is compelled at the same time to state, that the grounds of the present representation are to all appearance closely connected with a very factious spirit which has been lately, from causes not difficult to be traced, evinced in this settlement.

With regard to the representation of the Commissioners, the Governor in Council considers the course proper to be adopted by this Government to be clear, as it is evident that the enquiry with which they are entrusted cannot be brought to a satisfactory conclusion, if it does not obtain the decided support of public authority; and the orders of the honourable Court of Directors cannot leave any doubt of their intention on this point.

The gentlemen particularly brought to the notice of the Government, by the Commissioners, are Mr. Roebuck, Mr. Parry, Mr. Abbott and Mr. Maitland. In respect to Mr. Roebuck, the Governor in Council observes with concern, that a public officer, holding the situations he fills under this Government, should be active in the intrigues of faction. When the question of the Carnatic claims was under consideration, at the remote period of the year 1788: it stands recorded that Mr. Roebuck was "particu- "larly active and violent;" and at that time the conduct of this gentleman was marked with high public displeasure. It might have been expected that Mr. Roebuck would have been more circumspect in his subsequent conduct; but the nature of that gentleman's concern in those discussions which have embarrassed the course of the enquiry of the Commissioners, his eagerness on all occasions to promote every factious proceeding, are too notorious to be longer overlooked; and it is essential that Mr. Roebuck should not be permitted to continue longer in this settlement:—Resolved accordingly,

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 52.)

accordingly, That Mr. Roebuck be directed to proceed with the least practicable delay to Vizagapatam, and to take charge of that factory.

Mr. Thomas Parry having been on a former occasion required, by the orders of the honourable Court of Directors, to proceed to Europe; and his residence in India having only been permitted so long as his conduct should be free from objection; it appears incumbent on the Board, from the nature of Mr. Parry's late proceedings, to direct that the order of the honourable the Court of Directors be now enforced:—Resolved accordingly, That Mr. Parry be required to proceed to England by the first opportunity.

The conduct of Mr. Maitland having been entirely incompatible with his public duty as a magistrate of this place—it is Resolved, That he be removed from that station.

Resolved, That the following letters be dispatched.

To Mr. Benjamin Roebuck.

Sir,

1. I am directed to acquaint you, that the honourable the Governor in Council has deemed it proper to appoint you to take charge, until further orders, of the factory of Vizagapatam, and you are ordered to proceed to that station without delay.

2. You will transfer the charge of the office of the Military Paymaster General to the honourable Mr. Murray; and Mr. Ogilvie has been appointed to take charge of the Mint.

I am, &c. &c.

Fort St. George, 8th Febr 1809. (Signed) G. Buchan, Chief Secretary to Government.

To Mr. Thomas Parry.

Sir,

The honourable the Governor in Council considering it indispensable that the orders of the honourable Court of Directors, for your embarkation for England, should be now enforced, I am directed to desire that you will be prepared to embark by the earliest opportunity.

I am, &c.

Fort St. George, 8th Febr 1809. (Signed) G. Buchan, Chief Secretary to Government.

To Mr. R. Maitland.

Sir,

I am directed to acquaint you, that the honourable the Governor in Council has deemed it proper to remove you from the office of magistrate at this Presidency.

I am, &c.

Fort St. George, 8th Febr 1809. (Signed) G. Buchan, Chief Secretary to Government.

To the Honourable L. G. R. Murray.

Sir,

I am directed to acquaint you, that the honourable the Governor in Council has been pleased to appoint you to take charge of the office of Military Paymaster General.

I am, &c.

Fort St. George, 8th Febr 1809. (Signed) G. Buchan, Chief Secretary to Government.

To Mr. Robert Alexander.

Sir,

I am directed to acquaint you, that the honourable the Governor in Council has been pleased to appoint you to be a member of the Mint Committee.

I am, &c.

Fort St. George, 8th Febr 1809. (Signed) G. Buchan, Chief Secretary to Government.

To the Mint Committee.

No. 10.

Communications to The Court of Directors, from the Governor General: relative to recent Trials (at Madras) for perjury.

Gentlemen,

Para. 1. The honourable the Governor in Council having considered it proper to appoint Mr. B. Roebuck to a different station, I am directed to acquaint you that Mr. J. H. D. Ogilvie has been appointed to take charge of the Mint.

2. I am directed to take this occasion of acquainting you, that Mr. Robert Alexander has been appointed a member of the Mint Committee, agreeably to the intention formerly stated to you.

I have, &c.

Fort St. George, 8th Febr 1809. (Signed) G. Buchan, Chief Secretary to Government.

Bengal Pub. Conf. (No. 52.)

The following paper, which is believed to be authentic, having recently come to the knowledge of the Governor in Council, it is thought proper that it should be recorded.

To Charles Marsh, Esq. the eloquent Advocate of the Rights of Juries.

Sir,

We the undersigned, English inhabitants of Madras, beg leave to present you with this testimony of our respect for your talents, and of our esteem for your truly patriotic and constitutional principles, so brilliantly displayed in your eloquent and perspicuous argument against the motion for a new trial, in the case of the King against Roy Reddy Row and Anunda Row, in the Supreme Court of Judicature of this place, on the 9th instant.

Accustomed as we have all been, at different periods of our lives, to know and experience all the advantages of the constitutional trial by jury, we cannot, without the greatest alarm and uneasiness, see the least attempt made towards the infraction of this our boasted and revered birthright; and in the same measure that we feel alarmed at such attempt, we must feel grateful to the man who has defended these rights by a chain of argument that must have carried conviction to the most obstinate, and in a flow of eloquence that must have roused and animated the most indifferent.

As a further testimony of our gratitude, respect, and esteem, we beg you will allow us to present you with a piece of plate, on which we shall be proud to have our names inscribed, as the sincere admirers of learning, talents, and virtue.

(Signed) B. Roebuck.—Aw Scott.—C. Wynox.—M. Beauman.—John Geo. Bellingham.—T. Capper.—I. Marshall.—Tho' Parry.—I. Kenworthy.—I. Gwatkin.—L. Wood,—R. A. Maitland.—W. Abbott.—W. Light.—C. Smith.—Wm Hope.—D. Pugh.—Jo' Cochrane.—L. Jones.

Resolved, That Captain Joshia Marshall be appointed Paymaster of Vizagapatam, which situation is vacant by the promotion of Major Shaw, and that he be directed to proceed to that station without delay.

(A true Extract and Copies.)
(Signed) G. G. Keble,
Sec' to Gov'.

Minute of William Petrie, Esq. 10th February 1809. (No. 53.)

Upon the subject detailed in our letter to the Supreme Government, all that I shall beg leave to say at present is, that I cannot, consistently with the firmest established principles in my mind, concur in the opinion so decidedly given against the solemn verdict of a special jury, composed of most respectable, and I believe, unbiassed gentlemen.

The Judge, I doubt not, acted constitutionally in the opinions he delivered from the Bench; but we are placed in a very different situation, and I know not how far, as a Government, we may be justified in judging of the verdict. In the State trials of Hardy, Tooke and Thelwall, in 1795, for treason, it was notorious that the verdicts of acquittal of the Juries, were in direct opposition to the summing up of the Judge; and I have no doubt, every Member of His Majesty's Cabinet was convinced of the guilt of the prisoners: nevertheless, they were silent, and the law

No. 10.

Communications to the Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf.

was allowed to take its course. One of the prisoners, namely, Reddy Row, I never saw to my knowledge, nor do I remember to have heard his name, except on the subject of these trials. The other, Mr. Batley, I have known many years by character, and until this unhappy event, I never heard even a surmise to his prejudice, and as far as his conduct at the durbar came under my knowledge, it had my entire approbation.

(Signed) W^m Petrie.

(A true Copy.)
(Signed) G. G. Keble,
Sec^y to Gov^t.

(No. 54.) (Public Department.)

To the Right Honourable Lord Minto, Governor General in Council, Fort William.

My Lord,

Para. 1. We had the honour of submitting to your Lordship in Council, in our letter of the 10^th instant, a particular explanation of the measures which we had found it necessary to adopt, in consequence of proceedings of a very irregular nature which had occurred at this Presidency.

2. Mr. Petrie having since recorded a Minute on this subject, we have the honour to transmit a copy of it, for your Lordship's information. We regret that we cannot concur in the conclusions drawn by Mr. Petrie; but, under the full statement of facts already brought under the attention of your Lordship in Council, we deem it sufficient to state, and we have no doubt that the papers which we have already transmitted, will satisfy your Lordship that the exertion of our authority was interposed from motives very different from any intention of obstructing the regular course of proceeding in the Supreme Court.

3. We shall only add, that we are impressed with the strongest conviction of the indispensable necessity of the measures which we adopted, and that we are satisfied that a pursuance of the same course of proceeding is essential to the suppression of the turbulent disposition and factious spirit which has lately occasioned a great degree of disorder in this community.

We have the honour to be, &c. &c.
(Signed) G. H. Barlow.
W. Petrie.
T. Oakes.
J. H. Casamaijor.

Fort St. George,
25^th Feb^y 1809.

(No. 55.) Minute of W^m. Petrie Esq. 15^th February 1809.

When the letter from the Commissioners, dated the 6^th instant, was read in Council, and the resolutions proposed by the honourable the President were laid before the Board, I stated my doubts and objections on what appeared to me the grounds and intention of the Commissioners' appeal to the authority of Government, and expressed my regret that I could not concur in the propriety or expediency of the measures proposed to be adopted, in consequence of that representation.

From the nature and evident intention of the appeal from the Commissioners to the power of Government, it is obvious, at least so it appears to me, that they do not consider themselves amenable to the usual operation of the laws, and that although His Majesty's Court is open to their complaints, it is however only to interfere, as far as they consider it expedient, in judging of their acts and decisions; and that this Government may interpose its authority to prevent proceedings in Court, which they conceive to be productive of embarrassments to their investigation.

The power and authority of Government can only be employed to produce the effect intended by the Commissioners, by discouraging all opposition to their proceedings, and by punishing those persons immediately in their power, who shall persevere in prosecuting their claims in His Majesty's Court, after it has been signified to them, that such conduct will incur the displeasure of Government.

Although opinions so repugnant to the established principles of our laws, and so much at variance with the practice of His Majesty's Courts, and not easily admitted, nevertheless, as there may be some exclusive independent powers in the commission under

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 55.)

under which these gentlemen act, some peculiar and unusual privileges above the law, which may be in the knowledge of the right honourable the Governor General in Council, and not yet communicated to this Government, I beg leave respectfully to suggest to the honourable the President in Council, the propriety of laying the case fully and distinctly before the Supreme Government; and their instructions requested on the further cases which may occur, and in which the rights of private property may be greatly injured by a misconception of the law.

As to the factious motives which are supposed to have influenced the conduct of the prosecutors in the late criminal trials, I declare myself entirely ignorant of them; nor do I know that the manner in which they have carried on their proceedings in Court, is a subject cognizable by this Government.

With these doubts on my mind, and strongly impressed with the opinion, that the interference or interposition of authority called for by the Commissioners, was not in the contemplation of the honourable the Court of Directors in their instructions to this government, I most sincerely regret that the honourable the President in Council has judged it expedient to resort to such strong and severe measures against the persons concerned in the prosecution of Reddy Row and others, at the late trials. I particularly lament the removal of Mr. Roebuck from the charge of the Mint, as I am convinced there is not at present a gentleman in the service, who, from knowledge or experience, is capable of taking charge of that important department, in which he has rendered very essential service to the public by indefatigable personal exertions, and by a knowledge in mechanics and chemistry, not surpassed, I apprehend, by any person in this country.

I flatter myself, however, that the positive declarations of Mr. Roebuck, to his never having intentionally offended the authority he respects, and his assurance of having withdrawn himself from all interference or concern in the prosecutions, after the first manifestation of the sentiments of Government, will induce the honourable the President in Council to restore this gentleman to his former situations at the Presidency.

Madras, 15th Febr 1809. (Signed) Wm Petrie.

To the Right Honourable Lord Minto, Governor General in Council, Fort William. (No. 56.)

My Lord,

Para. 1. We think it proper to transmit, for the information of your Lordship in Council, the copy of a letter which has been recently received from the Commissioners appointed for the investigation of the Carnatic claims, accompanied by copies of the papers to which it refers.

2. It is proper that we should notice that the persons who have subscribed the letter addressed to the Commissioners, are generally of the first respectability in this settlement, and that those names compose, we believe, all the mercantile houses in this place, with the exception of those in which Messrs. Abbott and Maitland, and Mr. Thomas Parry (the persons who lately addressed your Lordship in Council regarding the removal of the Commissioners) are concerned. As testimony of this nature cannot fail to have great weight, we consider it to be highly creditable to the Commissioners, and we have no doubt that it will be satisfactory to your Lordship in Council.

We have the honour to be, &c.

(Signed) *G. H. Barlow.*
W. Petrie.
T. Oakes.
J. H. Casamaijor.

Fort St. George, 25th Febr 1809.

[57 to 59. Letter from the Carnatic Commissioners, dated the 10th February 1809, with copy of address to them from the houses of agency at F. S. G. and the Commissioners' answer thereto, dated the 22d February 1809.] *Vide* No. 3. *of this class of printed papers.*

To N. B. Edmonstone, Esq. Chief Secretary to the Government, at Fort William. (No. 60.)

Sir,

I have the honour to transmit the copy of a report of the Advocate General at this Presidency, stating the result of the late trial, of Mr. John Batley and Reddy Row,

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 61.)

Row, upon the prosecution of Venaigum Moodely, for a cheat and conspiracy; and to convey the wish of the honourable the Governor in Council, that you would be pleased to lay the report before the right honourable the Governor General in Council for his Lordship's information.

I have the honour to be, &c. &c.

Fort St. George, 11th March 1809. (Signed) Falconar, Secretary.

To the Chief Secretary to Government.

Sir,

I beg you will be good enough to lay the accompanying Report before the honourable the Governor in Council, and have the honour to be,

Sir,
Your moſt obedient humble Servant,

11th March 1809. (Signed) A. Anstruther, Advocate General.

(No. 62.)

To the Honourable Sir George H. Barlow, Bart. and K. B. Governor in Council.

Honourable Sir,

I have to submit to your honourable Board the result of the late trial of Mr. John Batley and Reddy Row, upon the prosecution of Venaigum Moodelly, for a cheat and conspiracy, which, under the order of Government, had been defended by its law officers.

The case on the part of the prosecution was, that the defendants had imposed upon the prosecutor, by prevailing upon him to accept a forged bond, purporting to be made in his name by the Nabob, for 15,500 pagodas, as a security for the same amount due from the defendant Reddy Row to the prosecutor.

It was in proof on the part of the prosecution, and agreed, that a large sum (87,700 pagodas) of which this demand of Venaigum was a part, was due upon the security of Reddy Row to different soucars, and secured upon the crops of Tinnevelly and Madura at the time of the Nabob's death; soon after which event Reddy Row endeavoured to obtain through Mr. Webbe, then Chief Secretary, the benefit of the mortgaged crops, in exoneration of his own responsibility to the prosecutor and other soucars; and the only queſtion seemed to me to be, whether this and the bonds were in truth given by the Nabob for enabling Reddy Row to transfer them to the soucars in exchange for his own bonds, or whether they were afterwards fabricated by Reddy Row for that purpose.

No proof of actual forgery of the bond was given, and although Arnachella Row and Beemah Row, the original informers againſt Reddy Row, had on the former trial sworn to the admission of the fact of forgery by Reddy Row himself, they were not called as witnesses.

The evidence on the part of the prosecution was merely circumſtantial, tending to eſtablish from the conduct of Reddy Row at the time of, and soon after the Nabob's death, and from the state of the Nabob's health at the date of the bond (being forty days before his death) the improbability of such bond being given.

The evidence against Mr. Batley was, that he had advised the prosecutor to accept the bond, assuring him of its being a genuine and good bond of the Nabob.

On the part of the defence, there was evidence to contradict the principal circumstance of suspicion sworn to on the part of the prosecution.

It was shewn, that demands on bonds of later date, had been preferred by the late prosecutor Paupiah, and by Dr. Fitzgerald.

The Commissioners produced papers from the dufters, which, if credit were given to them, established the validity of the bond; one of them bore the order for granting one of the securities, in a hand-writing sworn to be the Nabob's, and not denied.

The durbar officers swore to the fact of the transaction, and to the due entry of it in the dufters.

The Chief Justice stated the case to resolve itself into two points:

1st. Whether there was sufficient proof of the existence of fraud, on the part of Reddy Row, in imposing a forged bond upon Venaigum.

2dly. Whether

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 62.)

2dly. Whether there was proof of Mr. Batley being privy to that fraud, at the time when he gave his assurance of the bond being valid.

As to the first, he recapitulated the circumstances from which suspicion was inferred, stating them to be in general consistent with the truth of the bond, and representing one circumstance only to be certainly extraordinary while uncontradicted, yet not absolutely inconsistent with the existence of the bond; and that circumstance contradicted by a great deal of direct evidence, as well as by the vouchers and positive proof of the bond, given on the part of the defence.

Upon the second question, the criminality of Mr. Batley, he observed that there was no circumstance whatsoever to raise a belief, that Mr. Batley knew or believed the bond to be a forgery; and that unless that should appear to have been his impression at the time, his assurance of its being a good bond, believing it so to be, would not support even an action for civil redress, much less a criminal charge; and he pointed out the consequence of Mr. Batley's acquittal to contain that of both the defendants from the nature of the charge, conspiracy, of which one cannot be guilty.

On the 3d day of the trial, Monday the 6th instant, the Jury, after retiring above two hours, brought in a verdict of Guilty.

On Wednesday the 8th instant, when rising to move in the cause, I was stopt by the Chief Justice, who declared, that, upon consideration of the verdict, he had resolved to submit this case, as well as the two former, to the King, and he admitted the parties to bail.

Since preparing the former part of this report, I received late yesterday evening, the letter of the Chief Secretary to Government, communicating to me the copy of the Memorial of Messrs. Parry, Abbott and Maitland, dated the 1st instant, upon which I shall take an early opportunity of submitting some observation to your honourable Board.

I remain, &c.

Madras, 10th March 1809. (Signed) A. Anstruther, Advocate Genl.

To N. B. Edmondstone, Esq. Chief Secretary to Government, Fort William. (No. 63.)

Sir,

I have the honour to transmit herewith, the copies of two letters, with their enclosures, from Messrs. Parry, Abbott and Maitland, of this place, to the address of the right honourable the Governor General in Council, which, together with the accompanying observations of our Advocate General with relation to these letters, I am directed to request you would lay before his Lordship in Council, informing him at the same time, that copies of these documents have been furnished to the Commissioners for investigating the Carnatic claims, that they may submit to his Lordship in Council, such remarks respecting them as they may judge to be proper.

I have, &c.

Fort St. George, 15th March 1809. (Signed) A. Falconar, Chief Secy to Govt.

To the Right Honourable Lord Minto, Governor General in Council, Fort William. (No. 64.)

My Lord,

1. When we had the honour to address your Lordship on the 5th ultimo, we wished to believe, that the dangerous partiality which the Commissioners appointed for the investigation of the debts of the late Nabobs of the Carnatic, had manifested in the discharge of the duties of their office, was occasioned by false and insidious imputations thrown out by artful and interested persons, against our characters, and who had misrepresented the motives which influenced our conduct.

2. Circumstances are, since that time, greatly altered; another conviction has taken place, which most completely confirms the verdict against Reddy Row and Anunda Row; and the motions for a new trial, and in arrest of judgment, have both been abandoned by the counsel for the defendants, who has thereby fully admitted the justice of the verdict pronounced against them.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 64.)

3. It was proved in Court, at the trial of Mr. Batley, as we have already stated to your Lordship, that the bond in question, for 38,500 pagodas in the name of Gopaul Row, was in part the property of Mr. Anstruther, the Company's Advocate, and who defended Roya Reddy Row and Anunda Row by order of Government. It had also been proved on the trial of Reddy Row and Anunda Row, that the bond had ceased to be the property of Reddy Row long anterior to his preferring his claims before the Commissioners, and, as both these proofs were given in the hearing of one or other of the Commissioners, it must be manifest to them, although they may not be inclined to respect the verdicts of two juries, that Reddy Row has committed perjury, in having claimed before them a bond as his property, in which his interest had ceased.

4. In undertaking the troublesome, anxious, and expensive task of bringing to light, by means of prosecutions at law, the band of cheats, forgers, perjurers, and suborners of perjury, we considered that the interests of the fair creditors of the Nabobs, and the still greater interests of public justice, morality and virtue, would be best served, by prosecuting the heads and chiefs of these delinquents, instead of the inferior and subaltern agents.

5. In the course of Mr. Batley's trial, we had in complete proof (what we always were convinced was the fact) that other persons, persons in the character of gentlemen, some of them enjoying high and lucrative employments under Government, persons who, from all and every one of these considerations, ought to have been out of the reach even of suspicion, were the actual proprietors of the bond in the name of Gopaul Row, and claimed by Reddy Row; and we resolved, if possible, to strike at the root of this system of fraud and iniquity, and, by a great and signal example, prove to the natives of this country, the enormity of the crimes of forgery and perjury, and that they are punishable by our laws.

6. For this purpose we addressed a letter to the Commissioners, a copy of which (No. 1.) we have the honour to transmit herewith, requesting copies of certain informations taken by them in the investigation of Reddy Row's claim. Their answer (No. 2.) will shew your Lordship the respect they then professed to entertain for the verdict of the special jury by whom Mr. Batley had been tried and found guilty, and the readiness with which they acceded to our request. Finding afterwards that we should require all the proceedings had before them on that claim, we applied for them as per copy of our letter (No. 3).

7. It appears, in the interval between the 3^{d} and 6th instant, or rather on the 6th, for on the morning of that day we received papers from the Commissioners' Office, that a new light had been imparted to these gentlemen, perhaps from communications with their legal advisers, or from the decision of the Chief Justice, not to commit or pass judgment on any of the convicts, but to leave them at large upon their recognizances, until His Majesty's pleasure shall be known as to their cases, as well Roya Reddy Row and Anunda Row, who were not recommended to mercy by the jury, as Mr. Batley, who was recommended on account of his former good character, and notwithstanding the verdict of the special jury who tried the latter, fully confirmed the verdict of the jury who tried the former.

8. In consequence of this sudden change in the sentiments of the Commissioners, they resolved to revoke the permission at first granted, and wrote to us the letter No. 4. and the letter and answer, No. 5. and 6. followed.

9. We have applied to the Supreme Court for a mandamus to compel the Commissioners to produce the papers required, and a Rule has been granted to shew cause why it should not issue.

10. In the mean time we prefer this to your Lordship as an additional charge against the Commissioners; for as before we objected to them on account of incompetency, manifested in allowing themselves to be led by mercenary advisers, we now charge them direct with wilful partiality, in endeavouring to screen from justice persons who, it is probable, were implicated in the utterance of a forged bond.

11. In communicating to your Lordships the measures of the Chief Justice, it is not our intention here to call in question the wisdom and justice of them.

12. But, my Lord, we may be allowed to state facts which have been the consequences of these measures.

13. Guilt, my Lord, marches triumphant through the streets of Madras. The convict Roya Reddy Row, agreeably to the customs of the country upon occasion of rejoicing, distributed to all his relations, friends and acquaintances, tokens of his joy

joy and triumph. He publishes abroad, that he has nothing to fear from our Courts of Justice; and that his bond, notwithstanding the verdicts of two juries have stamped it a forgery, will yet be passed as a good and fair claim.

14. These, my Lord, no doubt are the weak and absurd effusions of a man elated with success, in having unexpectedly escaped punishment for the crime of which he had been found guilty, and who ascribes to power, favour, and interest, every success gained in a Court of Justice: but the report is industriously circulated through the settlement, and obtains general credit among the natives. They cannot divine the motives for allowing these persons to go at large, free from all punishment: they only know that long trials have been held, that convictions have followed, but no punishment, not even disgrace; since Reddy Row still attends the office of the Commissioners.

15. Indeed, my Lord, they have beheld a more extraordinary occurrence than this: they have seen punishment inflicted on those who are supposed to have been instrumental in bringing him to conviction.

16. The pernicious tendency of leaving a man at large, of the description of Reddy Row, cannot be more forcibly shewn, than it is evinced in the shameful transaction, some particulars of which we shall now proceed to state to your Lordship.

17. Your Lordship has already been informed that a bill of indictment was found at the laft Sessions. againft Mr. Batley and Reddy Row, for a fraud and conspiracy.

18. The prosecution was instituted in the name of Venaigum Moodelly, to whom a bond of 15,500 pagodas, purporting to be a bond granted by the late Nabob of the Carnatic, payable to the said Venaigum Moodelly, was given in satisfaction of a debt due by Reddy Row to the said Venaigum Moodelly, and which bond he had been assured by Mr. Batley was a good bond.

19. Some time after the death of the late Nabob, a process from the Supreme Court was issued out againft Reddy Row, at the suit of Venaigum Moodelly, for the balance due to him. Reddy Row confined himself to his house upwards of twenty-two months, and, at the expiration of that time, tendered the above-mentioned bond to Venaigum, although he had repeatedly before declared that he had no bonds or securities from the Nabob, and that all his claims were unadjusted at the time of the Nabob's death.

20. The bond in queftion was written by Anunda Row; and from what came out upon his trial, and that of Reddy Row, there was not a doubt of its being a forgery.

21. The trial of Mr. Batley and Reddy Row was to have come on before the Court of Oyer and Terminer and Gaol Delivery, on the 23^{d} inftant; but the accompanying affidavits (paper No. 7.) will shew to your Lordship that a compromise took place. On these affidavits a motion was made in the supreme Court, on the 22^{d} instant, for a rule to shew cause why an attachment should not issue against Mr. Batley and Reddy Row, for dissuading Venaigum Moodelly from giving his evidence on a certain indictment, on which he is the prosecutor, againft the said Mr. Batley and Reddy Row; and why a Warrant of Attorney given by Venaigum, of Mrs. Disney, should not be cancelled.—A rule was granted.

22. The Sessions stand adjourned to the 2^{d} March.

23. Several queftions arifing out of these trials having been submitted to the supreme Court, the honourable Sir Benjamin Sullivan delivered his judgment upon them on the 21st instant; a copy of this judgment we have the pleasure to forward herewith for your Lordship's information.

24. The Commissioners have, we understand, in a letter which they addressed to this Government on the 6th instant, ftated, that they still believe Mr. Batley and Reddy Row are entirely innocent of the charges on which they were indicted: and this, my Lord, they have declared in contempt of the verdicts of two British juries; in contempt of the deference they pretend to have for the verdict of the special jury by which Mr. Batley was tried, as communicated to us in their letter of the 3^{d} inftant; and in fact, in defiance of the acknowledgment of the defendants. themselves, who, by not demanding or following up the demand for a new trial, have fully admitted the juftice of the verdicts againft them.

25. We shall forbear from remarking further on the conduct of these gentlemen; nor shall we notice here the application they have made to Government, to relieve them from the embarrassments in which they say they have been placed by us, further than by informing your Lordship that we have most severely felt the effects of that

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 64.)

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 64.)

that application. And what are the embarrassments of which these gentlemen complain?—Why, my Lord, we have dared apply to a Court of Juſtice to protect our property, and that of others in our charge, againſt forgers and perjurers; and because we have succeeded in bringing some of these delinquents (who were protected and still are protected by the Commissioners) to conviction, we are sorry we cannot say to punishment, these gentlemen have appealed to a power which they would fain believe is above the law, to shield these convicts and others connected with them from the puniſhment which we truſt still awaits them, by removing those who are likely, by new prosecutions, to be inſtrumental in bringing them to juſtice.

26. We are confident, however, they will fail in the object they have in view. We rely on your Lordship's juſtice and judgment, on your Lordship's education and habits of life, which will lead your Lordship to inveſtigate a matter of this importance with the care and attention to which it is entitled; and we feel satisfied that it will appear to your Lordship, from what has been stated, that the Commissioners have evinced a dangerous und unjustifiable partiality towards Reddy Row and his associates; that they have in fact made themselves parties in the cause; and therefore, as they cannot any longer be considered as impartial judges or arbitrators, that they are not fit persons to execute the duties of the office to which they have been appointed.

We therefore again take the liberty to solicit your Lordship's interposition, and have the honour to be, with the greatest respect,

My Lord, yours, &c. &c.

(Signed) Thomas Parry.
Wm Abbott.
R. A. Maitland.

Madras, 1st March 1809.

(No. 65.)

Fort St. George, 3d February 1809.

To William Parker, S. T. Goad, and Henry Russell, Esquires, Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Gentlemen,

As it appears, from the examination of Mr. Tulloh in the supreme Court of Judicature on Monday the 23d January, and from the examination of Mr. Goad upon the trial of Mr. John Batley, that Roya Reddy Row has committed wilful and corrupt perjury, in swearing that the bond purporting to be a bond of the Nabob Omdut ul Omrah in favour of Gopaul Row, for 38,500 pagodas, was his property; and as it is established, by the result of two trials, that Anunda Row committed wilful and corrupt perjury, in swearing that he was in the service of the durbar at the time that the aforesaid bond bears date; and as it appears that Sundera Row and Runga Row have given evidence upon the trial, differing from their informations before you; we request that you will furnish us with certified copies of the informations sworn to before you by the aforesaid Roya Reddy Row, and Anunda Row, Sundera Row and Runga Row, or that you will allow our solicitor, Mr. W. Light, to take notarial copies of the same, as it is our intention to prefer bills of indictment against the person or persons who shall appear to have been the suborner or suborners of these perjuries; or who has or have otherwise conspired to aid and abet the cheat attempted against the public and private creditors of the Nabobs of the Carnatic, by means of the aforesaid forged bond in favour of Gopaul Row.

We request you will be pleased to favour us with an early answer to this application.

We are, &c.

(Signed) Thomas Parry.
William Abbott,
R. A. Maitland.

(No. 2.)

Messrs. Parry, Abbott and Maitland.

Gentlemen,

We have received your letter of the 3d instant; our deference for the verdict pronounced yeſterday by a special jury, induces us to inform you, that if your solicitor will attend at our office with a copyist, at eleven o'clock to-morrow, or any other day, he shall be at liberty to transcribe the papers mentioned in your letter.

We are,

(Signed) W. Parker.
S. T. Goad.
Hy Russell.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 3d February 1809.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf, (No. 65.)

(No. 3.)

Madras, 6th February, 1809.

To William Parker, S. T. Goad, and Henry Russell, Esquires, Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Gentlemen,

In consequence of a communication made to us this day, by Mr. R. Scawen, we now beg leave to apply to you for copies of the whole of the informations taken by you, in the several investigations of Reddy Row's claim.

We are, &c.
(Signed) Thomas Parry.
Wm Abbott.
R. A. Maitland.

(No. 4.)

To Messrs. Parry, Abbott and Maitland.

Gentlemen,

We have received your letter of yesterday's date, on consideration we do not think it incumbent on us to furnish you with any further papers relative to the claim of Roya Reddy Row, and must therefore decline to comply with your application.

We are, &c.
(Signed) Wm Parker.
S. T. Goad.
Hy Russell.

Office of Commissioners for investigating the Carnatic debts, Fort St. George, 7th February 1809.

(No. 5.)

Madras, 7th February 1809.

To William Parker, S. T. Goad, and Henry Russell, Esquires, Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Gentlemen,

We have received your letter of this date, refusing us copies of the informations which we had applied for, regarding the claim of Roya Reddy Row.

In consequence we beg to inform you, that if you persist to refuse us the copies of papers which we think necessary to enable us to bring to justice all the persons that have aided and abetted the infamous fraud that has lately been the subject of judicial inquiry we are advised by our Counsel to move for a criminal information against you in the Supreme Court of Judicature, which we shall accordingly do to-morrow.

We are, &c.
(Signed) Thomas Parry.
Wm Abbott.
R. A. Maitland.

(No. 6.)

To Messrs. Parry, Abbott, and Maitland.

Gentlemen,

We have received your letter of this date, and think it proper to repeat our answer to your former application, that we do not feel it incumbent on us to furnish you with any further papers.

We are, &c.
(Signed) Wm Parker,
S. T. Goad,
Hy Russell.

Office of Commissioners for investigating the Carnatic debts, Fort St. George, 7th February 1809.

(No. 66.)

Copy of Affidavit filed in the Supreme Court of Judicature of Madras, on the 22d February 1809.

In the Supreme Court, Crown side. } The King on the Prosecution of Sadras Venaigum Moodelier, against John Batley and Reddy Row.

William Abbott of Madras, merchant, and William Light, one of the Attorneys of this honourable Court, severally make oath, and say, that they are informed and

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 66.)

verily believe, that the said Sadras Venaigum Moodelier, hath, for a sum of money to him in hand paid by the said Reddy Row, and for securities for money hereafter to be paid to the said Sadras Venaigum Moodelier by the said Reddy Row, authorized Fownes Disney, one of the Attornies of this honourable Court, to withdraw the prosecution instituted by the said Sadras Venaigum against the said John Batley and the said Reddy Row, for a cheat and conspiracy; and this deponent, William Light, for himself saith, that he, this deponent, received instructions from the said Sadras Venaigum to withdraw the said prosecution; but which he, this deponent, refused to do, inasmuch as he, this deponent, was employed in this behalf, not only by the said Sadras Venaigum Moodelier, but also by certain creditors interested in the detection of frauds committed or to be committed on a certain fund, appropriated to the discharge of debts due by the late Nabob of the Carnatic, by forged bonds; and inasmuch as the deponent is advised and verily believes, that the prosecution being of a public nature, no release or acquittance by the said Venaigum, can or ought to enure to discharge or defeat the said prosecution; and these deponents, William Abbott and William Light, for themselves say, that they have been informed by the said Venaigum that the promise to withdraw the said prosecution, was extorted from the said Venaigum in the following manner; namely, that the said Reddy Row being at large upon his bail, although theretofore convicted of a cheat and conspiracy, and being a Bramin, had prostrated himself at the feet of the said Venaigum, and afterwards had threatened to destroy himself, if he did not comply with his request to withdraw the said prosecution; and it was proposed by some of the friends of the said Reddy Row, that eight thousand pagodas should be secured to him the said Sadras Venaigum, or one of the sons of Venaigum, after the said prosecution should be withdrawn; and in case the security given by Reddy Row to the said Venaigum, said to be an enyatnama of the late Nabob Omdut ul Omrah, should not be passed by the Commissioners, that he the said Reddy Row would pay to the said Sadras Venaigum, the principal and interest due and to become due thereon; and if the said Commissioners should allow and pass the said security, that then he the said Reddy Row would make up and allow to the said Sadras Venaigum, the difference of interest between what is stipulated to be paid by the deed of covenant between the honourable East-India Company and the said creditors of the late Nabobs of the Carnatic, and twelve per cent. stipulated to be paid by the said Reddy Row, at the time he borrowed the money from the Sadras Venaigum, for which the said security was exchanged. And these deponents further say, that they verily believe that the said Sadras Venaigum Moodelier hath been influenced by the said promises, and also by the circumstance of the said Reddy Row being a Bramin, to withdraw; and hath in fact, as these deponents verily believe and have been informed, authorized the said Fownes Disney to withdraw the said prosecution; and these deponents further say, that they have been informed and verily believe, that the said John Batley, the other defendant, was present and assisting at a part of the said arrangement so made as aforesaid.

Sworn in open Court, on the 22d February, 1809. } (Signed) Wm Abbott. Wm Light.

(No 67.)

Judgment delivered in the Supreme Court of Judicature of Madras, on Tuesday the 21st February 1809, by the honourable Sir Benjamin Sulivan.

The Counsel for the Crown, in the late prosecution for forgery, early in the Term, desired my opinion on some points of law which these trials have given rise to; I have considered them with attention, and shall now proceed to deliver my sentiments. The first question is this:—

"Whether the proceedings of the Supreme Court, sitting as a Court of Oyer and "Terminer and Gaol Delivery, are subject to any revision whatsoever in Term; or "in other words, whether the Court of Oyer and Terminer and Gaol Delivery "be not a branch of the Supreme Court of Judicature exercising criminal jurisdic-"tion, and during the exercise of that jurisdiction vested with all the authority of "the Supreme Court, to the exclusion of all revision whatsoever, except by appeal "to His Majesty in Council?"

When this question was agitated, it came on too suddenly to justify my giving an opinion from a mere recollection of the Charter. I have since looked into it with care, and find that all criminal jurisdiction is vested in the Supreme Court of Judicature; and hence it would seem to follow, upon a superficial view, that in exercising

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 67.)

cising the criminal jurisdiction, it is the Supreme Court which sits and acts and administers justice.

It is however declared, that the Supreme Court shall proceed to hear, examine, try and determine offences, and to give judgment thereon, and to award execution thereof, and in all respects to administer justice in such or the like manner and form, or as nearly as the condition and circumstances of the place and persons will admit of, as the Courts of Oyer and Terminer and Gaol Delivery do or may in that part of Great Britain called England.

Now whether this may not be a limitation of the powers of the Supreme Court, while acting as a Court of Oyer and Terminer and Gaol Delivery, seems to me to be a question of some weight and difficulty, for the Supreme Court is expressly vested with such jurisdiction and authority as the Justices of the Court of King's Bench have, or may lawfully exercise within that part of Great Britain called England, as far as circumstances will admit.

And Coke, Hale, Hawkins, and Blackstone state, that the King's Bench is in dignity and authority so much superior to the Courts of Oyer and Terminer and Gaol Delivery, that they cannot sit in the same county within the presence of this High Court, in which the King himself is in law supposed to sit, suspends the powers of these inferior and subordinate jurisdictions, in so much that it required two Acts of Parliament (both passed in the present reign) to enable the Courts of Oyer and Terminer and Gaol Delivery for Middlesex, to act during the sitting of the Court of King's Bench at Westminster; and Hawkins tells us, that this Court of King's Bench being the highest Court of Common Law, has not only power to reverse erroneous judgments given by inferior Courts, but also to punish all inferior Magistrates, and all officers of justice, for all wilful and corrupt abuses of their authority against the known, obvious, and common principles of natural justice. (B. ii. ch. 3. 8. 10, 11.)

Now the Supreme Court of Judicature being vested by the Charter in its general jurisdiction, with all the power and authority of the Court of King's Bench, and yet bound to conform in the administration of criminal justice, to the form and mode of proceeding observed in the Courts of Oyer and Terminer and Gaol Delivery in England, it would seem that the powers of the Supreme Court, acting as a Criminal Court at a Session of Oyer and Terminer held in vacation, as is always the case with us, have no further extension than the Courts of Oyer and Terminer and Gaol Delivery have in England. How is it then in England, when a Judge of the King's Bench presides in Courts of Oyer and Terminer and Gaol Delivery in Middlesex?

In the case of the King against Morris (2 Burr. 1180) where the defendant was found guilty of perjury, Lord Mansfield made his report to the Court of King's Bench, the superior Court, of which he was himself the Chief Justice, to have the benefit of their opinion on a point of law. It is the same in civil cases; in Bright and Eynon (1 Burr. 390.) Lord Mansfield stated to the Court of King's Bench the circumstances of the case, with his own opinion, and concluded by saying, "these are my sentiments, my brothers will judge whether I am right or not." The Court of King's Bench, as we learn from Coke in Lord Sanchar's case (A. 9. c. 118.) is the highest Court of ordinary justice in criminal causes within the realm, and paramount to the authority of justice of Gaol Delivery and Commissioners of Oyer and Terminer, and as it is held in 27 Ass' 1. more than the Eyre, for they shall examine the errors of the Justices in Eyre Gaol delivery and Oyer and Terminer; and in another part of the same case he tells us, that in Term time no commission of Oyer and Terminer or Gaol Delivery can sit in the same county where the King's Bench sits, for in prosecution *majoris assat potestas minoris*, and I think we have something like a recognition of this in the adjournment of the late Sessions of Oyer and Terminer to the 23d of this month, when the Term will be over.

Nothing, I think, passes by the King's grant, beyond what is expressly mentioned; and if no greater power passes by the Charter, in criminal matters, to the Supreme Court acting as a Court of Oyer and Terminer, than is exercised by that description of Courts in England, there seems to be an undoubted limitation to the judicial authority of the Supreme Court sitting as a Court of Oyer and Terminer and Gaol Delivery; and hence I am forced to conclude, that the Supreme Court of Judicature sitting in vacation as a Court of Oyer and Terminer and Gaol Delivery, is inferior and subordinate to itself, in its general jurisdiction, whilst sitting in Term as a Court of King's Bench; and it seems to me reasonable that it should be so. The business

of

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 67.)

of the Court of Oyer and Terminer and Gaol Delivery is limited in duration, often hurried, and the Judge obliged either to give an opinion on a sudden, or to reserve the point to be argued and determined in Term, which affords more time for deliberation; and upon the whole I am of opinion, that, as far as the Courts of Oyer and Terminer and Gaol Delivery in England are subject to the revision of the Court of King's Bench, so far the Court of Oyer and Terminer and Gaol Delivery here is subject to the revision of the Supreme Court sitting in Term as a Court of King's Bench.

One thing more and I have done with this question.—The Charter grants a power to allow or deny appeals to His Majesty in criminal cases; but criminal cases are to be tried before the Court of Oyer and Terminer and Gaol Delivery. Now, is the power to allow or deny these appeals lodged with the Court of Oyer and Terminer and Gaol Delivery? I think it is not, that authority being expressly vested in the Supreme Court of Judicature. The clause concerning appeals in criminal cases runs in these terms:—"And it is our further will and pleasure, that in all "indictments, informations and criminal suits and causes whatsoever, the said "Supreme Court of Judicature at Madras shall have the full and absolute power and "authority to allow or deny the appeal of the party pretending to be aggrieved, and "also to award, order and regulate the terms upon which appeals shall be allowed "in such cases in which the said Court may think fit to allow such appeal."—If it be objected here, that by my own concession it is the Supreme Court that sits in the Court of Oyer and Terminer and Gaol Delivery, and that therefore, whether it sits in Sessions or in Term it is still the same Court, and can allow or deny an appeal in either indifferently, I cannot admit either the concession or the consequence. After granting to the Supreme Court its principal jurisdiction as a Court of King's Bench, it grants that it shall also be a Court of Equity: it also grants that it shall be a Court of Oyer and Terminer and Gaol Delivery; then grants that it shall be a Court of Ecclesiastical jurisdiction; and finally, that it shall be a Court of Admiralty. Now all these are distinct and separate jurisdictions, which ought not to be confounded. The Court of Equity is altogether independent of the B. R.: the Ecclesiastical and Admiralty Courts are in some degree subordinate to it, for their proceedings may be suspended by prohibition;—and as to the Court of Oyer and Terminer and Gaol Delivery, the trials depending there may be removed into the B. R. by Certiorari.

Though these Courts are all held in the same place and by the same Judges, they are yet as distinct as if they were held in separate places and before different persons, and without a doubt in my mind, should studiously be kept distinct. Confusion is a copious source of error; every thing will go wrong if we confound one jurisdiction with another: but if we keep them distinct and separate, as I think we ought, and do not suffer one jurisdiction to exercise those powers which are expressly granted to another, it will follow that this power, not being granted to the Court of Oyer and Terminer and Gaol Delivery, *eo nomini*, and expressly granted to the Supreme Court of Judicature, it belongs solely to the latter as a Court of King's Bench. Yet this power cannot be exercised by the Supreme Court without issuing a writ of Certiorari to bring the proceedings before it; and without reviewing them when they are before it, to enable it to see whether the causes assigned for appealing to the immediate justice of the Crown, are sufficient to justify it in calling His Majesty's attention to the case; and if the causes be sufficient, it is further necessary to review the proceedings, in order to enable the Court to order and regulate the terms upon which the appeal may be allowed.

Second Question.

Having thus given my opinion on the first question I was called upon to consider, I proceed to the second, which, situated as I am, a Judge of this Court, and a creditor of the late Nabob, is a subject of peculiar delicacy and difficulty.

Having received a letter from my Lord Chief Justice, in December last, I concluded my answer with this passage:

"As I understand from Mr. Orme, that the next Sessions will be entirely taken "up with the business of the creditors, and as I am one myself, and therefore "necessarily interested, and cannot with propriety sit or act or offer any opinion "on the occasion, I trust you will have the goodness to dispense with my "attendance."

Two men were to be tried at the Sessions for forgery and a conspiracy to defraud the creditors of a large sum of money. This trial was the occasion I wished to avoid.

In

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 67.)

In juſtice to my own feelings and to my own character as an individual, I thought it right to decline exposing myself to the *ſuſpicion* that *even* my *preſence* may in ſome degree influence the *verdict* of the *Jury*. But, in declining to ſit or offer any opinion upon that *occaſion*, it was not my intention to ſeal up my lips for ever, or preclude myſelf from the free diſcharge of my duty, in giving my opinion on any general or abſtract point of law that may ariſe out of it; nor do I think that my letter, in a fair and liberal conſtruction, will bear that interpretation; yet my words were quoted and this interpretation put upon them, the other day, by my Lord Chief Juſtice in open Court. Why it was put upon them, is too obvious to need an anſwer. But to borrow an expreſſion from his Lordſhip on another occaſion, it would be a dereliction of duty, if, after a trial was over and no application made for a new one, I ſhould decline, when publicly called upon, to deliver my opinion on a general point of law, which, though immediately ariſing from this trial, may be hereafter brought into diſcuſſion in various other inſtances. I will therefore proceed to ſtate the queſtion in my own way, and ſhall word it thus:

" Whether a perſon convicted at a Seſſions of Oyer and Terminer and Gaol " Delivery, of a conſpiracy and forgery at common law, can be reprieved before " judgment is pronounced, or being ſo reprieved, can be let out upon bail; as alſo " how the forged bond ought to be diſpoſed of?"

This, I believe, is as general and fair a way of ſtating the queſtion as any man could wiſh.

Our *Charter* makes no proviſion for reprieving a priſoner convicted of any offence under felony, nor for reprieving a felon convict, until ſentence be paſſed. We muſt therefore look for authority ſomewhere elſe, for the Charter furniſhes us with nothing like it.

Plowden tells us, (Comment. 83.) that King Henry the fourth aſked Gaſcoigne, one of his Judges, If a man was to kill another in his preſence, and a third perſon was indicted for the murder and convicted, how he would act? The Judge replied, he would reſpite judgment, becauſe he knew the perſon was innocent, and report to his Majeſty to grant his pardon. And the king, he ſays, was well pleaſed that the law was ſo. Here then is very old authority for reprieving or reſpiting before judgment, and authority that ſeems to be fully recognized by the Act of 1 Ed. 6th. ch. 7. Sir Matthew Hale (2 P. C. 309.) is very explicit on this ſubject. Speaking of the misdemeanors of Juries, he ſays, " But what if a Jury give a verdict againſt all " reaſon, convicting or acquitting a perſon indicted againſt all evidence, what ſhall " be done? I ſay, if the Jury will convict a man *againſt* or *without evidence*, and " *againſt the direction* or *opinion of the Court*, the Court hath this ſalvo to reprieve " the perſon convicted before judgment and againſt the King, and certify for " his pardon."

Now in the circumſtances mentioned by Sir Matthew Hale, but confining the Judge's opinion to matters of law, 2 H. P. C. 313. this is deciſive of the firſt part of the queſtion, and as to the ſecond, namely, whether a convict reprieved before judgment can properly be let out upon bail, it is eaſily diſpoſed of, the Charter empowers the Court of *Oyer and Terminer and Gaol Delivery*, even in capital caſes and after judgment, to reprieve, and ſtating the caſe and evidence, and the reaſons for recommending the criminal to the royal mercy, either to order the offender to be kept in ſtrict cuſtody or to deliver him out to ſufficient bail or mainprize, as the circumſtances ſhall ſeem to require. But if the Court of Oyer and Terminer and Gaol Delivery can do this in capital caſes, and even after judgment has been paſſed, it would ſeem that it can do it in all minor offences, for *omne majus continet in ſe minus*, and it would rather ſeem ſo as this part of the Charter contains no words of *excluſion*; it does not for inſtance ſay, that this power ſhall be exerciſed in capital caſes only, and therefore ſeems to give full operation to the maxim I have quoted. I have further to obſerve, that this power is veſted in the Court of Oyer and Terminer and Gaol Delivery; and if I am right in the opinion I have given on the firſt queſtion, as I think I am, that that Court is a *diſtinct* and *ſeparate* juriſdiction from this, and if the due exerciſe of that power depends upon circumſtances, it will follow, that when the proceedings have *not* been removed in this Court, we can form *no* judgment whether it has been *duly exerciſed* or *not*, *we can know* nothing *whatſoever of the circumſtances, and therefore cannot ſay whether or not they were ſufficient to juſtify the reprieve or the admiſſion to bail--the caſe is not before us.*

In regard to the third part of the queſtion, namely, how the forged bond ought to be diſpoſed of, it was moved the other day, and perhaps irregularly, as the proceed-

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 67.)

ings have *not* been removed, that it should be lodged with the officer of the Court, the bond being then, as I suppose it still is in the hands of the Commissioners for inveſtigating the Carnatic debts; the opinion of my Lord C. J. if I understood him correctly was, that it rested with these gentlemen to deposit the bond in Court or not, as they should think proper. He said, it could not be in safer hands than with the officer of the Court; but that they were to use *their discretion* in the matter, that he would not order it. His Lordship said, he considered the bond though tainted to be still an outstanding claim, and that notwithſtanding the verdict which pronounced it to be a forgery, he thought the Commissioners were competent to exercise their judgment upon it, and to recommend it as a good and valid bond, if they thought proper so to do; but that it would be a *dereliction* of *duty*, if they suffered the verdict to influence their judgment in the inveſtigation of that claim.

This, I think, was the substance of what fell from his Lordship. If I have in any thing misconceived his meaning, I shall be thankful to him to set me right; these sentiments fell from him in the warmth of argument, and I should be extremely sorry to impute them to him, unless on reflection he should think proper to avow them. But I muſt withhold my assent as they stand at present, and should deem myself unworthy of the place I occupy on this bench, did I not express my warm dissent to sentiments openly delivered, which, if adhered to, seem to me to be fraught with public inconvenience.

It is impossible to say, what may be the result of the reference to His Majesty. He may refuse to grant a pardon altogether, and it is most likely he will, as I believe he has never yet been known to pardon the crime of forgery, and in that event judgment must not only be pronounced, but the bond cancelled (4 Inst. 60) for all prosecutions of forgery have two objects in view, to defeat the criminal intention of the offender, where that intention has not already been carried into effect, and to punish him for the means he employed to effect it; to inflict the punishment, and yet leave it in his power to effect his criminal intention, would be absurd, and therefore in cases of forgery the Court commonly takes care, by cancelling the forged paper, or delivering it up to the prosecutor for that purpose, that an improper use shall not be made of it. Should then a refusal of pardon be the result of the reference to the Crown, where shall we look for the forged bond, if it be suffered to remain with the Commissioners, for these gentlemen act under instructions from the Commissioners in England, by whom they are directed to transmit to them all bonds upon which any claim is founded. Should His Majesty therefore be advised to adhere to his resolution not to pardon forgery, and orders come out to us to proceed to judgment, are we to send to England for the bond, the Court ought not surely to expose itself to this inconvenience, nor to the far greater perhaps of rendering future judgment wholly ineffectual, by seeing this bond acknowledged by the Commissioners as a just claim, and put in a train of payment; a bond which after a full defence has been pronounced by a British Jury to be a forgery, and when the evidence brought in support of it, has been by another Jury pronounced to be wilful and corrupt perjury. Should the Commissioners be *encouraged* to venture so far as this, should they *be led* to hold the verdicts of two Grand Juries and two Petit Juries in such disregard, as to declare this bond an honest and fair claim; *shall we* be justified in the eyes of our Sovereign and our Country in assisting to lead them into error, by leaving it in their power so to do; it is our duty I think to guard against the *possibility* of such a conduct; it is also our duty to await the result of the reference to His Majesty, and to have every thing in readiness to obey the royal orders as soon as we receive them. Should the King be pleased, so far to extend his mercy to the offenders as to grant them a conditional pardon, and the condition be, that the forged bond shall be cancelled, how shall we carry his orders into execution if the bond is not within our reach, if it is not in our actual custody and power? why the officer of the Court was permitted to return it to them, I know not; but by suffering it to remain in the hands of the Commissioners, we place ourselves in the situation of not being able to conform to the orders he may think proper to send to us, and why draw this inconvenience on ourselves, when we have it in our power to avoid it, by directing that the bond be lodged with the officer of the Court.

At the same time that we draw a great inconvenience on ourselves, by suffering the bond to remain in their hands, we *expose* them to solicitations and importunities to pass it as a fair demand, which, in my opinion, ought to be avoided, for these gentlemen are not placed above the law, their powers of decision arise solely from the deed between the Company and the creditors, which is neither ratified or confirmed

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf.

firmed by Parliament, as is evident from the 9th clause of the Act; they are liable, like all other Trustees, to suits for abuse of trust, and should not, I think, *be unnecessarily exposed to it*, nor to the serious inconvenience of admitting in the list of claims, which they are bound through the Commissioners in England to lay before the two Houses of Parliament at every Session, with the grounds of their decision; that they passed this bond, or recommended it to be past, in direct opposition to the verdict of a British Jury; for these reasons I am clearly and strongly of opinion, that an order should be made for depositing the bond with an officer of the Court. I shall close what I had to say on this question, by observing, that though a creditor of the late Nabob, I am not at present in the smallest degree interested in this bond, the verdict of a British Jury having pronounced it to be a forgery, where the semblance of validity is for ever gone, and by its validity only could my interests be affected; though the verdict has not had the aid of judgment, its propriety has not been questioned by the defendants themselves, and by not praying a new trial, which might have been granted, they have acknowledged its justice; the punishment due to the crime of forgery may perhaps be pardoned, but no pardon can stamp a value on the bond, that will for ever remain a tainted, and, I may venture to say, an useless paper; for the Commissioners in England, with whom the final decision rests on all the Carnatic claims will unquestionably hold the trial by Jury, that great palladium of our liberties, in too much veneration to allow the opinions of any individuals here to be put in competition with the verdict of twelve men, upon their oaths; nor would it, I apprehend, be suffered by Parliament, to whom they are undoubtedly accountable: the quotation from my letter will therefore, I trust, miss its evident aim, to cast on my opinion, if I should venture to give one, the imputation of *interest*. But I am too well known in this Settlement, to have my *integrity* brought in question, I am not *now* interested in the fate of this bond, nor was I from the moment the justice of the verdict was acknowledged, by neither moving for a new trial nor in arrest of judgment; I am neither in it myself, nor is any one connected with me.

Third Question.

As to the third question, Whether the prayer of Mr. Marsh for an order from this Court to print the late trials ought to be granted or not:

I think that as these trials were not before this Court of Over and Terminer and Gaol Delivery, the application would more properly be made to that Court; but perhaps as this is not a question of law, and my Lord Chief Justice before whom the men were tried resides here, we may, placing a perfect confidence in Mr. Marsh's ability and correctness, give him *leave* to print them; but what end will our permission answer, if there exists any where within the Settlement a power to controul the liberty of the press. He has already applied to the Chief Secretary of Government for leave to publish them, and has received for answer that it is not thought expedient, and nothing more; no reason given why it should not be expedient; but it sometimes is not convenient to assign reasons. The Chief Secretary could not have said, that the Government of this Settlement have powers to revive the Act of Charles the second, for restraining the liberty of the press. That Act, after two revivals, expired about one hundred years ago, and all the efforts of King William, that great favourite of the nation, were not sufficient to prevail on Parliament to revive it again. Parliament knew too well the value of a free press, to put it under any other restriction than that already imposed on it by the law of libels. The Chief Secretary might perhaps have said, that Government had been for many years in the exercise of a power to restrain the press, by prohibiting the publication of any thing that may create private uneasiness or public ferment; and that the Settlement had so long acquiesced in the assumption of this power, that it had grown into a right, which they now thought proper to exercise; allowing for a moment, that the acquiescence of the Settlement for twenty or twenty-five years past (for beyond that period there was no press at Madras) could confer such a right, it was limited to the newspapers, and never extended nor meant to be extended to the length to which it would now be carried. In the case of the King against Paupiah and others, many years ago, for a conspiracy against Mr. David Haliburton, no such right was pretended to; that trial was printed and published at Madras, and no objection whatsoever made to it on the part of Government, even though the Governor and Council were then Judges of Oyer and Terminer, and formed the Court before whom the defendants were tried; they were not lawyers, and were therefore liable to errors in judgment, which they might not have wished to have exposed to the observation of the public; but

No. 10.

Communications to the Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf.
(No. 67.)

but no objection whatever was made. The other day at Calcutta, the trial of Mr. Tucker, for an assault on a married lady with intent to commit a rape, was printed and published. At Bombay, all the trials of consequence are printed in the public papers. Many have appeared in the public papers of Bengal, and some have lately appeared in our own. Why then object to the publication of the late trials? Are the characters and conduct of the men tried, like a lady's fame, too sacred to be mentioned; or are the public less interested in being acquainted with the circumstances which came out on their trials, than they were in those which have at various times already appeared, nothing of this kind could possibly be the cause of refusing to let these trials be made public. We must therefore look to something else; perhaps to an apprehension of improper interference in the suits of other men, approaching, nay, possibly, *amounting* to maintenance, "an offence," as Blackstone informs us (4 Com. 134) "against public justice, as it keeps alive strife and contention, and perverts the remedial process of the law into an engine of oppression; "and therefore, by the Roman law, it was a species of the *crimin falsi* to enter "into any confederacy, or to do any act to support another's law-suit by money, "witnesses or patronage." The excellent lawyer and upright judge who quitted us last October, noticed a similar imprudence in the case of Abbot *v.* Hussain ul Mulk, and pronounced it from the bench to be maintenance. If then the secret reason of thinking it inexpedient to permit the publication of these trials, was to prevent the exposure of their falling a second time into the same error, it was certainly prudent; but more prudence would have been shewn if they had taken the blunt hint of Sir Henry Gwillim, and avoided the error altogether. I was for three-and-twenty years a confidential servant of the Company under this Government, and feel an habitual leaning towards them. I am not therefore inclined to impute any thing to them beyond imprudence; but imprudent I am afraid they have been, in taking any part in a cause which seemed to call on them for a steady and determined neutrality, and had I still been their Attorney General, this is the conduct I should have advised; all this, however, may soon be overlooked and forgotten, if the error be not farther repeated; but the unauthorized restriction of the press cannot be so easily passed over, it is the dearest privilege of a British subject, the best and surest protection of his liberties, the greatest check on that extension of authority to which we are all naturally inclined; it is the best security we have for the pure administration of the laws we live under, and for keeping unpolluted by undue influence or arbitrary decision, the sacred seals of justice. Mr. Marsh has therefore my leave, as far as it can avail him, to publish these trials; but my leave is comparatively of little value. By the constitution of the Court, my Lord C. J. at present possesses a double or casting voice; whether therefore Mr. Marsh shall or shall not have the leave of the Court, depends on the inclination of his Lordship's mind.

(No. 68.)

To the Chief Secretary to Government, Fort St. George.

Sir,

Vide N° 3. of this clais of printed Papers.

Vide N° 3. ibid.

I have to acknowledge your letter of 12th instant, communicating to me by order of the honourable the Governor in Council, the Memorial of Messrs. Parry, Abbott and Maitland, to the right honourable the Governor General in Council, dated the 8th instant, and have the honour to enclose herewith some observations upon that and their preceding Memorial, which I beg you will have the goodness to submit to the honourable the Governor in Council.

I have, &c.

Fort St. George, 14th March 1809. (Signed) A. Anstruther, Advocate General.

To the Honourable Sir G. H. Barlow, Bart. K. B. Governor in Council.

Honourable Sir,

I have delayed making any observations upon the Memorial of Messrs. Parry, Abbott and Maitland, addressed to the Governor General in Council, dated the 1st instant, with a view to notice at the same time their subsequent Memorial of the 8th instant, which I have now also received.

I hope I shall be excused in noticing, in the first instance, the very gross allusion, particularly in the former of those Memorials, to my own situation and conduct, and that of the Company's Solicitor, both because this must necessarily attract my attention the most, and because it seems to be in a great degree the foundation of all their other

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 67.)

other suggestions. They attribute much of the conduct of the Commissioners and of the Government, to the undue influence of interested persons, particularly resting upon the statements of Mr. Tulloh, that I had bought the interest of his house in the bond of Gopaul Row, which was in question on the first trial of Reddy Row.

These gentlemen are avowedly apprized (however irregularly) of the various papers submitted to your honourable Board upon the subjects in which they are interested; and have, upon every occasion when it suited their views, noticed and answered the observations which they have understood had been made in those papers; in their last Memorial they observe in the same manner upon what they treat as an intentional suppression in a paper of the Commissioners, which they cannot officially have been apprized of I trust, therefore, I am warranted in concluding, that they are perfectly aware of the paper which I had the honour to submit to your honourable Board, dated the last, in which I had, long before Mr. Tulloh's examination, distinctly stated that I had an interest, although only to a trifling amount, in that bond; and also stated when and how I had disposed of it, and of the only other matter in which I ever had any interest in the concerns or fate of Reddy Row, or of his claims, except as all the fair claimants are concerned in every circumstance connected with these discussions.

The Memorial of the 1st instant, seems principally calculated for the purpose of representing to the Governor General in Council what had in a former Memorial been stated to the Court of Directors, the correspondence concerning the demand of papers from the Commissioners; and the application for a mandamus to compel their production; and also the speech of Sir Benjamin Sulivan.

As to the production of papers, it will be unnecessary to make any observation now: the application for a mandamus will soon be disposed of, and I shall report the result.

I have already had occasion, in my observations upon the Memorial to the Court of Directors, to notice the speech of Sir Benjamin Sulivan, and to state some particulars of considerable importance, in which the Chief Justice set him right at the time, in points which Sir Benjamin appeared to have misapprehended, particularly regarding the observations of the Chief Justice as to the duty of the Commissioners, with reference to the effect of the verdicts upon their determinations or report; and as to his observations upon the letter of Sir Benjamin Sulivan, and the causes of the latter Judges not attending the trials. To that report I beg leave to refer without repeating here the same observations.

I also observed in that paper the mistake into which Sir Benjamin Sulivan had been led, by supposing that I had, after the first trial of Reddy Row, acknowledged the justice of his conviction, by not renewing my motion for a new trial; and I stated my impression that the motion for a new trial being not yet otherwise disposed of, is a part of the matter referred to the King, I perceive that the Memorialists, in their last address to the Governor General of the 8th instant, have assumed the same admission of my client's guilt, by asserting that the *convicts* being brought up to receive judgment, I waved the motion in arrest of judgment, of which they say notice had been given; and that the Chief Justice disposed of this as he had done of the former verdicts, by referring it to the King. This statement is in every part, except the last, wholly erroneous.

No notice of motion in arrest of judgment had been given, a material variance between the bond produced in evidence, and the indictment, had been pointed out at the trial, which of course would have been one ground of motion for a new trial, (not in arrest of judgment) but certainly not the only ground. When the Court next met on the second day after the verdict (the defendants not having, as far as I understood, ever been brought up to receive judgment), I rose to move, and mentioned the case; the Chief Justice immediately asked if the parties were in Court, and upon seeing them, anticipated any motion on either side by referring it to the King.

Great emphasis is laid in these Memorials, upon the characters of the Jurors in the late trials, as if it had been attempted to call in question the purity of intention of the Juries in any of them. I trust it will ever be impossible to believe, that a body of twelve British Jurymen can, from improper motives, give a verdict contrary to what in their consciences they believe to be right. To impute such motives to the late Juries here, composed as they are known to have been, would be excusable only in a madman. But correctness of intention is not the only qualification for right judgment. The verdicts of Juries are not in our law supposed to

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. (No. 68.)

be, nor can in nature be, infallible. The losing party in every case is entitled in law, and in common practice, to question the correctness of the verdict, without being understood to impute blame to the Jurors. The Judge is bound equally with the Jury to exercise a judgment upon every case. If the late verdicts appeared to the Judge to be such as ought to lead immediately to punishment, there can be no doubt of the line of his duty. If otherwise, the duty and the powers of the Court in that case, are no less clearly defined by one of the Judges now upon the Bench in England. "What passes every day in this Court," says Mr. Justice Grose, "will leave the subjects of this country in no difficulty upon this point. Whenever "the Court has seen that the defendant has been improperly convicted, they always "have interposed (and take it for granted always will interfere) to prevent judgment "being passed on an innocent man." See the case of Rex v. Holt, 5 Term Rep. 446.

These cases are now in the course of being submitted, not to the mercy but to the justice of the King, by the Judge who tried them, and who was bound to exercise his discretion and judgment the one way or the other, in giving or refusing immediate effect to those verdicts.

The insinuations in the Memorial of the 8th instant, with regard to the mission of Mr. Sanders, will be most clearly and fully refuted by a reference to the report made by that gentleman to Government upon the subject.

I remain, &c.
(Signed) Alexr Anstruther,
Advocate General.

Madras, 14th March 1809.

(A true copy.)
(Signed) E. C. Greenway,
Secy to Govt.

(No. 70.) To N. B. Edmonstone, Esq. Chief Secretary to Government, at Fort William.

Sir,

I have the honour to transmit herewith the copies of two letters, with their enclosures, from Messrs. Parry, Abbott and Maitland, of this place, to the address of the right honourable the Governor General in Council, which, together with the accompanying observations of our Advocate General, with relation to these letters, I am directed to request you would lay before his Lordship in Council, informing him at the same time, that copies of these documents have been furnished to the Commissioners for investigating the Carnatic claims, that they may submit to his Lordship in Council such remarks respecting them as they may judge to be proper.

I have, &c. &c.
(Signed) A. Falconar,
Chief Secy to Government.

Fort St. George, 17th March 1809.

(Nos. 71 & 72.) [Letter from Messrs. Parry, Abbott and Maitland, to the Chief Secretary, dated 1st March, 1809, with an address to the Governor General in Council, of the same date.]—*Vide* N° 3. *of this class of printed Papers.*

[Enclosure is the letter from Messrs. Parry, Abbott and Maitland, to the Governor General in Council, dated 1st March 1809.]—*Vide ibid.*

[Nos 76 to 78. letter from Messrs. Parry, Abbott and Maitland to the Chief Secretary at Madras, dated 8th March 1809, with their Addresses to the Governor General in Council of the same date,]—*Vide* N° 3. *of this class of printed Papers.*

(No. 79.) To Chief Secretary to Government.

Sir, Fort St. George.

I have to acknowledge your letter of the 12th instant, communicating to me by order of the honourable the Governor in Council, the Memorial of Messrs Parry, Abbott and Maitland, to the right honourable the Governor General in Council, dated on the 8th instant; and I have the honour to enclose herewith some observations upon that and their preceding Memorial, which I beg you will have the goodness to submit to the honourable the Governor in Council.

I have, &c.
(Signed) A. Anstruther,
Advocate General.

Fort St. George, 14th March 1809.

(A true copy,)
(Signed) C. Greenway,
Asst Secy to Govt.

To

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. Commissioners for investigating the Carnatic Debts, &c. dated 24th January. (No. 82.)

To the Right Honourable Gilbert Lord Minto, Governor General in Council, &c. &c. &c. Fort William.

My Lord,

1. We have had the honour to receive from the honourable the Governor in Council at this Presidency, a copy of a Memorial which has been transmitted to him for the purpose of being forwarded to your Lordship in Council, by three of the European claimants on the Carnatic fund, who appear to be dissatisfied with the conduct which we have pursued in our capacity of Commissioners for investigating the debts of the late Nabobs; and who accordingly solicit that your Lordship in Council will be pleased "to remove us" and to appoint other persons to the situation "more com-"petent to fulfil the intentions of the Legislature, by a strict and impartial dis-"charge of the delicate trust reposed in them." We have also received from the parties, whose signatures are affixed to the Memorial, a protest "against our pro-"ceeding to any further investigation of claims preferred before us, as Commis-"sioners under the late Act of Parliament."

2. We have long had reason to apprehend that our official conduct has, in many instances, excited a spirit of animadversion and discontent among those persons who have signed the present Memorial, and some others who are intimately connected with them; and it is therefore a source of satisfaction to us, as well on our own account as on that of the public, that they have at last thought it proper to lay their complaints against us before your Lordship in Council; and thus to bring the merits of both our conduct and their own, to the only conclusive test to which they can be legitimately subjected.

3. Although the charges and insinuations contained in the Memorial are apparently of a very general and comprehensive nature; they may, in every instance, be ultimately referred to the circumstances connected with the case of a person named Roya Reddy Row, whose conduct, in respect to a claim which he preferred before us, has lately been the subject of a long and intricate investigation, both on our proceedings and in the Supreme Court; and we therefore consider it to be essentially necessary to proceed, in the first instance, to describe to your Lordship in Council, the peculiar situation in which he stands, and the numerous causes which have concurred to place his character and conduct in a relation so important to the merits of our own. We shall endeavour to compress this statement within as small a compass as we can; and we trust that it will have the effect of shortening, as well as of elucidating, the answers which we shall afterwards have occasion to give to the several paragraphs of the Memorial.

4. As documents to which we shall frequently find it necessary to refer in the subsequent parts of this letter, we here beg leave to submit to your Lordship in Council, copies of all our proceedings regarding the case of Roya Reddy Row, comprised in one hundred and ten numbers.

5. Roya Reddy Row is one of three principal durbar officers, who were originally appointed by the Nabob to attend at our office, for the purpose of assisting us in the progress of the intricate and important investigation confided to us. His long personal experience of the mode of conducting business at the durbar, and his intimate knowledge of the pecuniary transactions of the late Nabobs, qualified him in a peculiar manner to afford us the most essential aid, and to communicate to us the most useful information in the conduct of our official duties; but the same causes naturally concurred to render him in a considerable degree an object of jealousy and aversion, to those persons who had reason to apprehend the result of a minute and successful inquiry into either the nature, the origin, or the progress of the transactions on which they had founded claims to a participation in the Carnatic fund.

6. Under the heavy pressure of the pecuniary distresses to which the late Nabob Omdut ul Omrah was reduced, he frequently found it necessary to borrow money through his own servants, and also to employ their name and influence in negociating loans of money from the bankers. Roya Reddy Row was occasionally concerned in transactions of this nature; and to so low an ebb was the personal credit of the Nabob reduced, and so great was the reluctance of the bankers to lend money to him, that Reddy Row and others of the Nabob's servants, were obliged in many instances to borrow, on their own personal security, money which was to be applied to the expenditure of the Nabob; and in return for which the Nabob was accustomed to give them his bonds, drawn out in the names of those persons who were connected with them in the advances made to the Nabob.

7. The

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. Commissioners for investigating the Carnatic Debts, &c. dated 24th January. (No. 82.)

7. The knowledge of this circumstance prevented our feeling either surprise or suspicion when the names of Roya Reddy Row, and those of several other persons who had been in the service of the durbar, appeared among the number of claimants on the Carnatic fund; and although the claims of Reddy Row were not of such a nature as to entitle them, under the provisions of the deed of agreement, to a priority in the order of investigation, we considered, that as the durbar officers were to be employed by us in a ministerial capacity of a very delicate and confidential nature, it would be proper to determine, as soon as possible, the amount of their personal interest in the fund.

8. Accordingly, the claim with which we commenced our investigation was one preferred by Roya Reddy Row, and founded on a bond for 38,500 star pagodas, held by him as the assignee of Gopaul Row. This claim, with many others, was advertised by us in the Madras Government Gazette, in the month of March; and under the authority vested in us by the 19th and 20th clauses of the deed of agreement, we prescribed 15 weeks as a period, in our estimation, amply sufficient for the transmission of objections against them to our office.

9. At the expiration of that period, no objections whatever had been preferred to us against any of the claims which we had advertised for investigation; but on the 9th July, two days before that fixed for the commencement of an actual inquiry into the claim of Reddy Row, a letter (No. 1. and 2.) was received by us from Avadaunum Paupiah Braminy, impeaching, he was imprisoned three years, and fined a thousand pounds (his sentence to stand in the pillory being remitted by the lenity of the Court.)—3dly, The interest which Paupiah, as a claimant before us, to the amount of 26 lacs of pagodas, had to effect the removal of such a man as Reddy Row.—4thly, The report made by a Committee, which sat by order of Government, in the months of May and June last, to investigate the subject of forgeries of Nabobs' bonds, said to have been committed; that Paupia had some time before offered to the present Nabob a nuzzeer of the value of 10,000 pagodas, on condition that he would restore a person named Sooba Row, who was connected with Paupiah, to a situation in the treasury department, from which he had been removed for peculation; and which, although the apparent profits of it were only 60 rupees a month, would afford him an opportunity of making any insertions, that might answer his purposes, into the official records of that department. But what confirmed us still more strongly in our suspicion, was the evidence of four witnesses, taken on the 25th July at the instance of Reddy Row (No. 40.), in proof of a conversation between Paupiah and Reddy Row, which took place subsequently to the impeachment of the bond by Paupiah. These depositions form No. 42. 43. 44. 45. 46. and 47. of our proceedings.

10. Having occasion on that day to answer a letter which we had received from this Government, informing us that a prosecution had been instituted at their desire against Paupiah and his confederate Sooba Row, for the forgery of a Nabob's bond for 46,000 pagodas, we therefore availed ourselves of that opportunity to refer in general terms to the attempt which had been made before us to establish the fabrication of the bond in the name of Gopaul Row, and to recommend that the law officers of Government should be instructed to examine our proceedings, with the view of ascertaining whether they did not afford sufficient grounds for the institution of a prosecution against Paupiah, and the witnesses produced by him, for a conspiracy, and against those witnesses alone for perjury. A copy of this letter (B.) is inclosed for the perusal of your Lordship in Council.

17. On the same day, the 25th of July, at a late hour, we were surprised to receive an intimation from the Clerk to the Justices of the Peace, that a charge of forgery had been preferred at their office against Roya Reddy Row himself, and the person named Anunda Row, a writer in the service of the late Nabob Omdut ul Omrah, by whom the bond in the name of Gopaul Row had avowedly been written.

18. The correspondence which passed between us and the Clerk to the Justices, on the subject of the charge of forgery preferred against Reddy Row and Anunda Row, is enclosed in the Memorial to which we are now replying; it will therefore be sufficient to state here, that, in compliance with the desire of the Justice, our junior member attended during two successive days at the office of the Justices, and that on the 30th of July, both Reddy Row and Anunda Row were bound over by Mr. Maitland, to take their trial at the ensuing sessions.

19. If we had conceived, that the charge preferred against Reddy Row and Anunda Row had originated exclusively in an honest, sober, and rational doubt of the

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. Commissioners for investigating the Carnatic Debts, &c. dated 25th January. (No. 82.)

the authenticity of the Instrument on which the claim of Reddy Row was founded, we should have satisfied ourselves, by exporting to the Commissioners in England, the ultimate opinion which we might found on the result of our investigation into the case, and we should have left Reddy Row and Anunda Row to defend themselves, on their trial in the Supreme Court, by the ordinary methods which the forms of law leave open to every person charged with an offence; but, as we had strong reason to apprehend, that it was the situation held by Reddy Row in our office which had exposed him to this attack, and as Reddy Row did not receive any recompence or remuneration for the assistance rendered to us by him, we entertained an opinion that he had a powerful claim to our support, as long as his character and conduct should appear to us to be such as to deserve it.

20. We accordingly addressed a letter to the Chief Secretary to Government, a copy of which (C.) forms an enclosure of this dispatch, describing in considerable detail, the circumstances which had occurred in relation to the claim preferred to us, by Reddy Row, and recommending that the assistance of the law officers of Government should be afforded to Reddy Row and Anunda Row, to defend them on their approaching trial.

21. In consequence of that letter, the law officers of Government were directed to assist Reddy Row and Anunda Row on their trial: they did assist them. The trial took place at the last Sessions, and the result of it was unfavourable to the defendants; but the verdict of the Jury appearing to be contrary to the accumulated weight of a great mass of respectable parole and written evidence, and certainly in direct opposition to the strong and unequivocal opinion expressed by the Chief Justice, in his charge to the Jury, a motion has been made to the Court, that a new trial should be granted, and that, in the mean time, the defendants should be suffered to remain at large on their recognizance. The Court has decided, that the defendants shall remain at large, and has also entertained the motion for a new trial; but the arguments in support of that motion having been founded principally upon the opinion expressed by the Chief Justice himself, in his charge to the Jury, he has declined, from considerations of delicacy, to give a decision on the question.

22. We have now concluded our relation of the leading circumstances which have attended the case of Reddy Row, and perhaps that alone might be amply sufficient to vindicate us to your Lordship in Council from the accusations of the Memorialists; but as they might be inclined to impute the adoption of so confined a method of defence to a reluctance on our part to meet their charges and insinuations directly and in detail we shall beg leave, however tedious the process may be, to proceed to trespass on your Lordship's attention with a distinct reply to each successive paragraph of the Memorial.

1—23. The firſt paragraph of the Memorial requires no remark from us.

2—24. If the necessary deductions be made for claims preferred twice over to the same debts, once in England and once in India, we conceive that the ſtatement coutained in the second paragraph of the Memorial, that the sums claimed from the Carnatic fund, amount to eight crores of pagodas, or thirty-two millions sterling, is considerably exaggerated. An enormous sum (perhaps twenty-five millions sterling) has undoubtedly been claimed; and we are as well aware as the Memorialiſts can be, that a large proportion of the claims thus preferred muſt be founded on spurious documents. We do not know, however, by whom it is admitted, nor who is competent to pronounce, that the juſt debts of the late Nabobs do not exceed one crore of pagodas or four millions sterling. The claims preferred before us, as well on their own account as on the account of other persons by the three Memorialiſts, by Mr. Roebuck, and by Avadaunum Paupia Braininy, (whose names will be found in the Memorial) amount alone to about sixty-seven lacs of pagodas, being only thirty-three lacs short of the sum asserted by the Memorialists themselves, to be the utmoſt amount of the whole aggregate debts of the late Nabobs of the Carnatic.

3—25. We do not in any degree concur in the belief apparently entertained by the Memorialiſts, either that Reddy Row has been deeply concerned in the forgery of bonds, purporting to be Nabob's bonds, or that he has taken advantage of his situation at the durbar, to introduce spurious bonds upon the dufters. The Memorialiſts assert as a fact, that it appeared most inconteſtibly upon Reddy Row's late trial, that he had fabricated numerous documents in support of his claims, and had interpolated them into the dufters. We deny that any such fact did inconteſtibly appear; but we presume that the Memorialiſts founded their assertion upon the circumſtance of a great many documents which were produced in Court from the records,

No. 10.

Communications to the Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. Commissioners for investigating the Carnatic Debts, &c. dated 24th January.

(No. 82.)

in support of the validity of Reddy Row's claim, having been evidently rejected by the jury, in considering their verdict; although not a shadow of evidence was offered on the part of the prosecution to establish the spuriousness of those documents; although much direct evidence was adduced of their authenticity; and although great credit was given to them, and great stress laid upon them by the Chief Justice in his charge to the Jury.

4—26. The opinions which we have already expressed in this dispatch, tend sufficiently to shew, that we have not as yet had any satisfactory reason to suspect Reddy Row of having been guilty of any of the fraudulent practices enumerated in the fourth paragraph of the Memorial.

27. The desire which we originally felt to determine, as soon as possible, all the personal interests of the durbar officers who were confidently employed in our office, induced us, at an early stage of our proceedings, to enter on the consideration of several other claims preferred by Reddy Row; but we have for some months past suspended all further inquiry into these claims, and still intend that they should continue in suspense until the final and complete result of the proceedings in the Supreme Court shall be announced. If the result of any part of those proceedings, or of any of the future investigations which may be conducted by us on the claims of Reddy Row, should afford us any reasonable ground to apprehend that the Memorialists are justified in any one of the allegations which they have preferred against Reddy Row, we shall certainly withdraw from him all that confidence and all that support which we have hitherto continued to afford him.

Para. 5—28. We have no hesitation in avowing, that we do not believe the existence of any of the fraudulent practices charged by the Memorialists against Reddy Row; and the successful adduction of native testimony on the part of the prosecution against Reddy Row, during his late trial, is of itself sufficient to refute the assertion, that the support which he has received has given him an undue influence over the minds of the natives. With regard to the sentiments expressed at the conclusion of the 5th paragraph, we confess that we entertain a conviction, that in a rational as well as in a legal point of view, the verdict of a Jury, unsupported by the judgment of the Court, is not itself sufficient to attach infamy to the character of any person.

Para. 6—29. Our detailed proceedings in the case of Reddy Row, furnish an ample explanation of the general circumstances referred to in the 6th paragraph of the Memorial. The depositions of Mr. Abbott and Mr. Parry form a part of them (Nos. 11. 15. and 28.) and will speak most clearly for themselves.

30. It is unquestionably true, that the treasury accounts of the month in which Reddy Row states the money for which the bond in the name of Gopaul Row was afterwards granted to have been originally advanced to the Nabob, are not to be found among the records; but every circumstance that has reached our knowledge, concur to exonerate Reddy Row from any suspicion of having been implicated in removing them. Our suspicion falls much more naturally and forcibly upon a treasury officer, named Sooba Row, whom we have already had occasion to mention as a confederate of Paupiah's, and who was detected, a short time before the records were delivered to us, in fraudulently removing and falsifying some of the accounts; besides which, we have satisfied ourselves, by a frequent perusal and careful examination of the various departments of the records, that the treasury accounts, during the time of the Nabob Omdut ul Omrah, were suffered to degenerate very essentially from that minuteness and regularity with which they had been kept during the time of his predecessor; and the result of our whole experience convinces us, that no opinion can be formed of the spuriousness of a bond from the single circumstance of the sum for which it purports to have been granted, not being entered in the treasury accounts. We have likewise ascertained, and it was established by a great deal of evidence in Court, that according to the general practice of the durbar, when money was advanced to the Nabob in aid of the revenues of the country, it was carried to account under the head of a remittance from the proper revenue officer. The money stated by Reddy Row to have been advanced, in this case, to the Nabob, was lent in aid of the revenues of Arcot; and Sooba Row, the person whom we have already mentioned, although he was produced on the trial as a witness against Reddy Row, deposed in Court, and has since deposed before us, (No. 50.) that he recollects, while he was employed in the treasury department, to have seen the accounts which are now missing, and that the sum stated to have been lent by Reddy Row, was actually entered in them as a remittance from the renter of Arcot.

31. The

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. Commissioners for inveſtigating the Carnatic Debts, &c. dated 24th January. (No. 82.)

31. The balance of 290 odd pagodas, stated to have been paid in caſh at the time when the account of the transaction was settled in July 1798, and the bond granted in the name of Gopaul Row was inserted in the account as a payment made by the renter of Arcot, and not by the Nabob; so that that sum ought not, under any circumstances, to have appeared in the treasury accounts of the durbar.

32. The information afforded to us by Mr. Parry (No. 28.) to prove in what manner the Nabob completed the amount of the Arcot kist for the month of June 1797, will be found in his deposition; and we cannot but entertain an opinion, that so far from proving that the payments stated to have been made by Roya Reddy Row could not have had reference to that kist, it tends rather to confirm and support the truth of the account given to us by Reddy Row, in his original depcsition (No. 4.)

33. We deny that two or three native witnesess proved before us that Anunda Row, the avowed writer of the bond, was not in the service of the durbar, nor even at Madras, at the time the bond bears date; one witness only, Vishuashoo Vencata Ramiah, as will be seen from our proceedings (No. 26.) deposed to the fact of Anunda Row's absence from Madras at the date of the bond, and for that assertion a bill has been found against him by the Grand Jury for perjury.

34. To support the assertion that Anunda Row was not, in point of fact, at Madras, at the time the bond bears date, an attempt was made, during the trial, to prove that he was at that period in the employment of Paupiah, at a place called Manargoody, and many witnesses did certainly swear that he was there at the period in question; but they were contradicted in their evidence by nearly an equal number of witnesses on the other side, among whom was the superintending officer on the part of Paupiah, under whom Anunda Row was alleged to have served; and by a multiplicity of documents produced from the durbar records. Since the trial, a gentleman in the civil service, Mr. Sanders, has been deputed by Government to the spot, to ascertain whether Anunda Row, the writer of the bond in the name of Gopaul Row, really was or was not employed under Paupiah in the village of Manargoody, at the date of the bond, and we understand his report of the result of the enquiry decidedly negatives that question. A great many of the inhabitants of Manargoody having been summoned to Madras, for the purpose of giving evidence in the Supreme Court, we have lately examined upwards of 30 of them, who one and all concur in swearing (from 52. to 63. and from 66. to 88.) that they never knew Anunda Row, the writer of the bond in the name of Gopaul Row, in employment at Manargoody; and many of them describe the man of that name, who was actually in the service of Paupiah, as one of Paupiah's witnesses, who swore in Court, that Anunda Row, the writer of the bond, was employed at Manargoody.

35. The two witnesses alluded to at the close of the sixth paragraph of the Memorial, as having proved the actual fabrication of the bond, are Bheem Row and Anarchella Row, whom we have already had occasion to mention. The inconsistency and improbability of their ſtory appear to us to be sufficiently obvious on the face of their depositions (19. 20. 23 and 24.) and the only additional remark, therefore, that we think it necessary to make respecting them is, that in speaking to the Jury of the evidence which those persons gave in Court on the trial of Reddy Row, the Chief Juſtice declared his opinion, that if such teſtimony met with credit from a Jury, no man could for a moment be considered secure in either his life, his property, or his reputation.

Para. 7—36. We do not hesitate to affirm, that in every ſtage of the investigation conducted in our office, we received with perfect readiness all the information that was offered to us to impeach the validity of Reddy Row's claim; and that we shewed every disposition to promote the object of the inquiry, by taking and recording the evidence of all those persons whose names were suggeſted to us by the objectors to the claim: the minute which we entered, on receiving the objections of Paupiah, and to which we have already had occasion to refer, affords the moſt satisfactory proof of the disposition of mind in which we sat down to the inveſtigation of Reddy Row's claim.

37. As to the charge contained in this paragraph of the Memorial, that we omitted to publish the objection preferred by Paupiah againſt the claim of Reddy Row, we think it quite sufficient to observe, that if that objection had been communicated to us within the limits of the period prescribed by our advertisement, we should have deemed it proper to publish it. The 26th clause of the deed of agreement, which defines the mode of proceeding by the Commissioners in India, says, "that the said Commissioners

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Conf. Commissioners for investigating the Carnatic Debt, &c. dated 24th January. (No. 82.)

Commissioners shall be at liberty originally to receive claims and objections, to publish schedules of such claims and objections, &c." We conceive that in the language of this clause there is nothing mandatory or compulsive, and that the neglect of duty and violation of the deed of agreement charged against us in this instance, have not therefore taken place.

Para. 8—38. The Commissioners have not yet formed any final resolution regarding the nature of the opinion which they may ultimately express, in their report to the Commissioners in England, on the claim of Reddy Row, at present they certainly are disposed to think that the bond on which that claim is founded, has every title to be considered a genuine and authentic instrument; but their minds are still open to receive a contrary impression, if any satisfactory evidence can be adduced to prove that it is a fabrication.

39. Whether the body of circumstantial and positive evidence, against the credit of the bond mentioned in the eighth paragraph of the Memorial, was, in point of fact, adduced before the Commissioners, will most satisfactorily appear from the accompanying records of all the evidence given before us, on either side of the question.

Para. 9.—40. The circumstances enumerated in this paragraph of the Memorial, do not seem to require any particular remarks from us; but we may be allowed to mention, that we understood at the time, that Mr. Taswell had declined to commit Reddy Row and Anunda Row, not because the other witnesses were not in the way, but because he did not think it right, without ascertaining the tendency and result of the proceedings which had been previously held before the Commissioners, to commit the parties on the incredible evidence of Beema Row and Arnachella Row. Mr. Maitland, however, felt no scruples of this kind, nor did he shew any reluctance at acting magisterially in his own cause; for he not only bound over Reddy Row and Anunda Row, without requiring any further proofs of their culpability, but he afterwards suffered his own name to appear among the list of their prosecutors, inserted in the bill of indictment presented against them to the Grand Jury.

Para. 10.—41. This paragraph of the Memorial, refers merely to the measures adopted by certain persons, calling themselves "orginal *bonâ fide* creditors of the Nabobs," and to some particular instances in the conduct of the Advocate General. The nature of the measures adopted by those persons, is sufficiently described in the correspondence transmitted with the Memorial, and leaving it to the Advocate General to reply to that part of the tenth paragraph which respects his conduct, we are not aware that there is any thing left for us to answer.

Para. 11.—42. This paragraph does not require any observation.

Para. 12.—43. The letter described in the twelfth paragraph of the Memorial, was certainly written by us to the Solicitor for the prosecution, in answer to an application which we received from him, for copies of the papers in our office relating to the claim of Reddy Row; and we do not see any reason to induce us to depart in any respect from the principle expressed in it. We do not positively know that the refusal of those papers to the Solicitor for the prosecution, "was animadverted upon by the Judge here alluded to, as a scandalous and indecent impediment to public justice;" but even if it were, the occasion surely did not justify the expression: and we presume that the unsuccessful result of the application to the Court, that we might be ordered to furnish the papers required, is of itself a sufficient proof that we had not withheld any thing which could legally be demanded from us. It is not without considerable reluctance that we dwell upon this subject; but as great weight seems to be attached by the Memorialist, to the speech of the learned Judge in question, from their having inserted it both in their Memorial and in their Protest, we feel ourselves under the necessity of observing, that we are by no means a solitary instance of the severity with which that learned Judge was sometimes accustomed to express himself. When no elevation of rank, no dignity of station, no integrity of character, has been secure, when even governors and governments themselves have been arraigned, it can scarcely be matter of surprize that we, in our humble station, should be exposed to the animadversions of a language which certainly would have been more dignified if it had been more temperate, and more liberal if it had been just.

44. As to the mistake of dates imputed to us at the close of the twelfth paragraph of the Memorial, supposing it to have been made, it seems to be perfectly immaterial to all the essential facts and general merits of the case; but it will appear by the copies of our correspondence with this Government, which accompany this dispatch, that whatever may have been the order in which the prosecutions were officially announced

at

No. 10.

Communications to, The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. Commissioners for investigating the Carnatic Debts, &c. dated 24th January. (No. 82.)

at the Justice's office. We had ourselves resolved to suggest the measure of instituting a prosecution against Paupiah and his confederates, before any intimation was conveyed to us of the prosecution commenced against Reddy Row and Anunda Row.

Para. 13.—45. The trial of Reddy Row and Anunda Row, did, we believe, begin on the 10th of November, and may have occupied a hearing of sixteen days, exclusive of intermediate adjournments. We recollect also, that the summing up of the evidence by the Chief Justice, was deferred for some days after the examination of witnesses had been closed. This delay, we understood, proceeded from several distinct causes. It proceeded in the first instance from the necessity which existed, that the Judge should take some time to digest and arrange the intricate, contradictory, and voluminous parole evidence of about eighty witnesses, besides a great body of written evidence which had been produced during the trial; it was occasioned in the second instance by the indisposition of the Judge; and lastly, by the intoxication of some of the Jurymen, who, at the hour in the morning at which the Court assembled, were in such a state as to render them utterly incapable of taking their places in the box.

46. It is asserted, in the 13th paragraph of the Memorial, that Reddy Row and Anunda Row were convicted upon the clearest evidence. In answer to this assertion, it may for the present be sufficient to state, that in summing up every one of the numerous heads into which the evidence had branched out and divided itself, the Chief Justice expressed a decided and unequivocal opinion for the acquittal of the defendants, and that it is principally upon the ground of that opinion that the motion for a new trial has been made and entertained by the Court.

47. We do not at all know to what particular instances the Memorialists intend to refer, in laying so much stress on what they call "the open and secret influence of the durbar," and "the aid of the law officers of the Company by order of Government;" and as to the assertion, that we have afforded to Reddy Row and Anunda Row "unremitting and zealous aid, both in public and private," we think it quite sufficient to oppose to it our simple unqualified denial. To whom is it meant to be insinuated, that we have applied ourselves privately in Reddy Row's favour? to the Chief Justice, or to the Jury? Have we tampered with the witnesses? or have we, in any single instance, afforded a degree of aid to Reddy Row, to which, as an honest, persecuted man, we were not amply justified in thinking him entitled? This is one of those bold, unqualified, shameless assertions, with which the Memorial is so replete; and which, in a firm reliance on our own integrity, and the propriety of our own conduct, we confidently trust your Lordship's justice will induce you to mark with the indignation and severity it deserves.

Para. 14.—48. The three bills of indictment mentioned in the 14th paragraph of the Memorial were, it is true, thrown out by the Grand Jury at the last Session; but they have been again presented to the Grand Jury, which is at present sitting on one of the three bills. That against Veshnashoo Vencata Ramia has been already found by them; and they are expected to proceed, in the course of a few days, to the consideration of the other two. The trial of Mr. Batley, on the indictment preferred against him separately for perjury, and on that preferred against him conjunctively with Roya Reddy Row for fraud and conspiracy, will probably come on in the course of a few days; and, as a Special Jury has been summoned for the occasion, it is reasonable to suppose that their verdict will satisfactorily establish the validity or invalidity of the grounds on which those prosecutions have been instituted.

Para. 15—49. The Memorialists proceed in their 15th paragraph to infer, from the circumstances which they have before stated, that we have evinced such partiality in our character of arbitrators, and have manifested so decided a resolution to support Reddy Row at all hazards, that no confidence can be entertained in the security of property entrusted to our adjudication. My Lord, the premises are now before your Lordship in Council, and we trust that it cannot be in any respect necessary for us to examine, whether this conclusion, so unfavourable to our character, and so entirely subversive of every claim to honour and integrity, can, by the utmost violence of construction, be drawn or extorted from them. We have already avowed, that we consider Reddy Row to be both an honest and an injured man, and we certainly think, that a firm reliance on his integrity, has strongly entitled him to our confidence and support, as a conviction of his dishonesty and guilt, would require that we should assist in bringing him to shame and punishment.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. Commissioners' for investigating the Carnatic Debts, &c. dated 24th January.

(No. 82.)

50. In a subsequent part of the 15th paragraph, the Memorialists proceed to refer the origin of our partiality to the operation of an undue influence acquired over our minds by the law officers of Government, who, they affirm, are actuated in their advice to us by "selfish and interested motives," and are deeply interested in the fate of Reddy Row; whether any connexion exists between the law officers and Reddy Row, what the nature of that connexion is, and to what extent they are interested in his fate, the law officers are themselves most competent to explain; we on our parts do most unequivocally declare, that whatever may be the merits or demerits of our conduct regarding Reddy Row, they attach exclusively to ourselves; we have never, to our recollection, consulted the law officers but upon two points, 1st, whether there was any legal objection to our taking the signatures of claimants on both sides of a skin of parchment annexed to the deed of agreement, instead of on one side only, which had been ruled, and sealed for that purpose in England; and 2ndly, whether we were bound in law to furnish the Solicitor of Avadaunum Paupiah with the documents required by him from us, in the letter to which we have already had occasion to allude; the Memorialists say, that Mr. Parker "did not deny" on his cross-examination in Court, that "in the whole of our conduct we had acted by the advice of the law officers." Mr. Parker cannot positively declare which of the two following questions was put to him by the Council for the prosecution, "have you been accustomed on occasions of difficulty, to take legal advice, *either here* or in Bengal?" or "have you been accustomed, on occasions of difficulty, to procure legal advice from Bengal?" But this he can positively assert, that his answer consisted of a simple negative, which applied with equal truth to either of the questions, the Commissioners not having hitherto applied for legal advice any where.

Para. 16—51. Without thinking it at all necessary to examine to what extent the conduct of the Memorialists, in the instances referred to by them, may have been justifiable or praise-worthy, we conceive that it will be sufficient for us to declare, that we consider ourselves to be quite as competent to detect, and, at least as well disposed as they can possibly be, to oppose and frustrate all fraudulent claims founded upon barefaced forgeries, and that we have not had any share in "those "malicious aspersions, and wilful misrepresentations," to which the Memorialists impute the "severity" of the letter which was addressed to them by the Chief Secretary to Government.

Para. 17—52. We submit to the deliberate judgment of your Lordship in Council, whether the language of the first part of the 17th paragraph of the Memorial, is not as indecent and reprehensible, as it must now be apparent that the sentiment is false, and the assertion unfounded. Are we infatuated, because we suppose it possible, that the specious veil of bringing a forgery to detection may be assumed, to destroy the source from which the clearest light can fall upon those numerous and complicated transactions, which would be more safe in silent and mysterious darkness? and to discredit those important and voluminous records of the durbar, which alone can furnish the effectual means of illustrating the real history of the nature, origin or progress, of the multifarious claims that have been advanced; or is it a sufficient proof of our obstinate bigotry, that, in estimating the weight of a great mass of testimony both written and oral, of a nature very difficult to be appreciated, our opinion concurs with that of the learned and enlightened Judge, who has for many years sat with honour and reputation on the bench of that Court in which he now presides, rather than with the verdict of a Jury, chiefly composed of individuals selected from the lowest order of society at Madras.

53. The concluding part of the 17th paragraph will receive the best answer from the enclosed copy of the letter (D), which we addressed to the Government on the 17th of December, and to which that paragraph of the Memorial refers.

Para. 18—54. We have already assured your Lordship in Council, and we now repeat the assurance, that every measure which we have adopted has been founded exclusively on our own judgment, with the two exceptions which we have stated. We have never consulted the law officers of Government, nor have they ever offered us any suggestions or advice.

19—55. The same false and indecent assertion, of the ascendancy acquired by the law officers over us, which has already been repeatedly made, and repeatedly denied, furnishes the basis upon which this paragraph of the Memorial is founded. We trust that there is not any passage of it, which has not been completely answered and refuted, and we shall therefore proceed to notice the protest with which the

Memorialists

Memorialists at this part of their address inform your Lordships in Council, that they have thought it their duty to " serve us."

56. Whether it be a duty in three deeply interested individuals to anticipate our intentions, and because they conjecture that we mean to make a favourable report on a bond, which they think or pretend to think a spurious one, to address a protest to us, interdicting us from continuing to exercise those public functions which we hold by an appointment of your Lordship in Council, made under the sanction and authority of a solemn Act of the whole Legislature of Great Britain; whether this my Lord be a duty or whether it be an act of arrogant violence and unparalleled assumption, your Lordship in Council is alone competent to decide. Leaving therefore the act of protesting to be appreciated and marked by your Lordship in Council, we shall confine ourselves to noticing such expressions in the protest as reflect immediately on us.

57. The first and second heads of the protest, have already been sufficiently answered by us in the preceding parts of this dispatch.

58. The expression used in the third head of the protest, of the indignant comment of the whole " community," is of so vague and indeterminate a nature, that it is difficult to estimate the degree of weight to which it is entitled. Of what persons the community here spoken of is composed, how far they are capable of commenting on the merits of our public conduct, and by whom the tribute of their sentiments has been collected, we really feel ourselves quite incompetent to conjecture; but this we think it necessary to declare, that with every respect for popular opinion, to which popular opinion can possibly be entitled, we should be concerned to think that it would be in the power of any clamour however loud, or of any prejudice however violent, to divert us from the prosecution of that duty which our reason and our feelings dictate to us to be proper.

59. The circumstance to which the Memorialists in this instance particularly refer, is our constant attendance on the trial of Reddy Row. My Lord, on many if not most of the days, only one of the Commissioners was present in the Court, and even if we were to be debarred the privilege enjoyed by those " many respectable gentlemen" who are mentioned in terms of such consideration in the memorial, of observing the progress of a measure in which it was impossible that we should not feel some degree of interest, we can assign several reasons which rendered our attendance indispensible: 1st, We were summoned to attend; 2dly, We were desirous to hear the evidence which might be adduced in Court, on a question which we should have to treat in our official capacity. 3dly, Many points arose during the trial, which could be explained only by a reference to be made by the Commissioners to the documents and records in their possession. 4thly, Except one of the Commissioners, there was no person in the Court who could explain and distinguish the various important Persian papers which were delivered in evidence, and which were frequently referred to in the course of the examination of the witnesses.

60. The fourth head of the protest affirms, that Reddy Row has been rendered infamous by a test, which no Englishman who reveres the law and constitution can refuse to acknowledge. We trust, that we entertain quite as much reverence for the law and constitution of our country as the persons who have signed this protest; but as long as we continue to possess, and are permitted to exercise our reason, it certainly will not be in the power of any specious or popular declamation to convince us, either that every human institution is exempt from error, or that instances may not occur in which the verdict of a Jury will be a very inadequate test of truth.

61. The trial of Reddy Row, from its duration alone, became a subject of considerable difficulty, the evidence was voluminous, intricate, and contradictory; and we apprehend that in that class of society, from which this Jury was selected, there are very few persons who possess either the memory to retain, the judgment to discriminate, or the power to combine, in a degree at all sufficient to qualify them to decide on a case of so complicated and arduous a nature; the particular Jury on the late trial, was far from being of such a description, as to entitle their verdict to any peculiar deference or respect; the individuals composing it, were chiefly taken from the lowest class of Europeans at Madras; they were selected, not by ballot, but from the order in which they stood on the list, furnished by the officer of the Court; some of them before the conclusion of the trial, are said to have declared their resolution to convict Reddy Row. During the course of the proceedings, four several adjournments took place in consequence of the intoxication of Jurymen, and the

No. 10.

Communications to The Court of Directors, from the Governor General, relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. Commissioners for investigating the Carnatic Debts, &c. dated 24th January.

(No. 82.)

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for forgery.

Bengal Pub. Conl. Commissioners for investigating the Carnatic Debts, &c. dated 24th January.

(No. 82.)

the nature and tendency of their sentiments, may be estimated by the circumstance of their having taken only twenty-five minutes to make up their minds to decide, in direct opposition to a charge which had occupied the Chief Justice no less than eight hours to deliver; but, my Lord, our reluctance to concur in the verdict of this Jury, does not rest on presumptive grounds alone, the Chief Justice expressed his most unequivocal opinion, that the defendants ought to be acquitted, and the Court has hitherto declined to confirm the verdict by entering up judgment upon it.

62. The fifth and last ground of the Protest repeats, in terms more positive than those of the Memorial, the affirmation, that it is manifest from Mr. Parker's cross-examination, that the whole of the conduct of the Commissioners, in respect to Reddy Row, has been actuated by the advice of Mr. Anstruther and Mr. Orme; this assertion has already been repeatedly denied, and we here again solemnly assure your Lordship in Council, that it is wholly without foundation.

Para. 20—63. On this paragraph of the Memorial we forbear to make any remark.

Para. 21—64. The construction of the 31st clause of the deed of agreement, referred to in this paragraph of the Memorial, must be determined by your Lordship in Council, and does not require any observation from us.

65. We have now, my Lord, replied perhaps more fully even than was necessary, to the various charges, assertions and insinuations, that are comprized in the Memorial and the Protest; we feel a strong and unshaken reliance on the propriety of our own conduct, and boldly challenge the utmost severity of investigation. We therefore confidently appeal to the justice of your Lordship in Council, and earnestly call upon you to interpose your authority to vindicate us from these aspersions; the merits of our conduct cannot be of an intermediate complexion, it must have been either decidedly culpable or decidedly correct. If we have been guilty, it is not a common censure only that we deserve, and we know our accusers, and their circumstances too well, to expect that any common censure can have the effect of restraining the violence and desperation of their attempts. My lord, we now leave our own characters, and the protection of the public interests, to the decision of your Lordship in Council.

We have the honour, to be,
My Lord,

Office of Commissioners for investigating the Carnatic Debt.

(Signed) W. Parker.
S. T. Goad.
Henry Russell.

Fort St. George,
24th January 1809.

(Copy.)

(No. 83.) Enclosure.

To William Parker, S. T. Goad, and Henry Russell, Esqrs, Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Sirs,

I beg to submit to your consideration the enclosed objections to a certain bond, about to be investigated by you on Monday next, No. 1. of Roya Reddy Row, assignee of Gopaul Row, dated 26th July 1798.

The witnesses will be attending at your office, and ready to be called, in consequence of there being no time to send your summons to them.

I have the honour to be, &c.
(Signed) A. Paupiah Braminy.

(A true copy.)
(Signed) Henry Russell.

(Copy.)

(No. 84.) Enclosure.

Objection, on the part of Avaudaunum Paupiah Braminy, to a certain bond, the amount whereof is claimed by Roya Reddy Row, as assignee of Gopaul Row, for the sum of thirty-eight thousand and five hundred pagodas, bearing date 26th July 1798.

That the said bond is a forgery.

(Signed) A. Paupiah Braminy.

(A true copy.)
(Signed) Henry Russell.

Copy.— DEPOSITION of Roy Reddy Row, on oath; taken July 11th 1808.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 85.)

P. N° 89.

Question:—THE Bond (A) delivered with the claim, being shewn to Reddy Row, he is asked, If that is the Bond on which he founds his claim?—Answer: It is.

How did this Bond come into your possession?—The original sum of 35,000 pagodas was advanced by me to the Nawaub Omdut ool Omrah, on account of Anwur Ally Khan, renter of Arcot. Of this, 31,000 pagodas was a sum in my charge belonging to my brother Anund Row, and the remaining 4,000 pagodas was a sum also in my charge belonging to Gopaul Row, the original creditor named in this case. The right to the former sum of 31,000 pagodas, I acquired under the will of my deceased brother Anunda Row, and Gopaul Row transferred to me his whole interest in the remaining sum of 4,000 pagodas for that sum, which I paid to him.

The Deponent then delivers a Mahratta paper (B) P. N° 94, purporting to be Gopaul Row's receipt to him for the payment of the above 4,000 pagodas.

How did it happen that the Bond was made out in the name of Gopaul Row?—I and Anund Row being in the service of the Nabob, we thought it would look better that the Bond should be made out in the name of any other person.

Relate the circumstances which attended this transaction.—This sum of 35,000 pagodas was advanced on account of Anwur Ally Khan, renter of the Arcot District; 19,300 pagodas were paid to the Nabob himself through Colonel Barrett, on the 30th of Ounee A. F. 1207, and the other 15,700 pagodas were paid by me to Colonel Barrett, by him to Dr. Connolly, and by Dr. Connolly to the house of Lautour and Co. This latter sum was paid in the following manner by me to Colonel Barrett:

		Pagodas.
25th July 1797	13th of Adee A. F. 1207	3,300
20th July	14th D°	5,400
30th July	18th D°	2,000
26th August	14th Ounee A. F.	5,000
		15,700

These sums were paid on the same dates by Colonel Barrett to Dr. Connolly; but by Dr. Connolly to Messrs. Lautour, &c. on what dates I cannot precisely say.

How came these last sums to pass through so many intermediate hands?—The sums were paid by me to Colonel Barrett as the Secretary of the Nawaub, and they were paid by him to Dr. Connolly, and by Dr. Connolly to the house of Lautour and Co. on the following account:—About two months previous to the date of this transaction, the Nawaub being in want of money to pay his kist to the Company, his Secretary, Colonel Barrett, applied to Dr. Connolly, with whom he was in the habits of friendship, to advance the necessary sum. In consequence of this application Dr. Connolly borrowed 55,000 pagodas from the house of Lautour and Co., and advanced it through Colonel Barrett to the Nabob; and it was in part payment of the debt so incurred that the above sum of 15,700 pagodas was paid by Dr. Connolly to the house of Lautour and Co.

The Bond, it appears, is for 38,500 pagodas, you have accounted for only 35,000; what occasioned the Bond to be given for the former of these sums?—The difference of 3,500 pagodas consisted of a part of the interest due between the period at which the money was advanced, and that at which the Bond was granted. The whole of the interest for that period amounted to 3,791 pagodas, but of that, 291 pagodas were paid to me in cash, and the remaining 3,500 pagodas were inserted in the Bond.

At what rate was the interest calculated?—At 1 per cent. per month.

It appears by the statement of the Claim preferred by you, before us, that the money for which this Bond was granted was paid to Anwur Ally Khan, the renter of the Arcot District; you have stated in your evidence that the money was paid by you partly into the Nabob's own hands and partly to Colonel Barrett, how do you explain this contradiction?—The statement delivered in to the Commissioners, with my claim, is made out in English, a language with which I am unacquainted. The person who wrote it for me has erroneously stated that the money was paid to Anwur Ally Khan, instead of stating that it was paid only on his account.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 85.)

In the same statement you also say that it will appear, by a reference to the Bond, that the money was paid to Anwur Ally Khan, whereas the name of Anwur Ally Khan does not once occur throughout the Bond?—That also is an error of the English writers.

Do you know in whose hand-writing this Bond is?—It was written by Anund Row, a writer in the service of the Nabob.

Is he still living, and where is he?—He is at present living at Madras.

When the money was originally advanced, did you receive from the Nabob any assignment on the revenues of any of his districts?—No.

At the time of advancing the money, did you get any written acknowledgment from the Nabob, or Colonel Barrett?—I did.

The Deponent then produces three Persian papers C[91], D[92], E[93], purporting to be acknowledgments, under the Nabob's signature, for the receipt of the money.

Have you any further documents that are essential to the support of this claim?—I have an enoyetnama, under the seal and byze of the Nabob, authorizing the aforesaid Gopaul Row, and another person named Vinkut Rammun Sutty, who had occasional transactions with Anwur Ally Khan, to advance money on his account to Anwur Ally Khan.

The Deponent delivers in the above Paper (F) N° 90.

Have any payments been made on account of this transaction, since the date of the Bond?—None.

Is Gopaul Row alive?—No.

Do you know Mr. Abbotts?—I do.

When this transaction took place, had he any public situation about the Nawaub?—No; but he had pecuniary transactions with the Nabob.

Continued on oath, on the 12th July 1808.

The three papers marked C[91], D[92], E[93], being shewn to the Deponent, he is asked, in whose hand writing they are?—In Narrain Row's; I caused them to be written by Him, and gave them to Colonel Barrett, who, after obtaining the Nabob's signature to them, returned them to me.

Was not Colonel Barrett in the habit of signing his name in English to Persian Reports made by him to the Nabob?—No; the person who wrote the Report wrote also Colonel Barrett's name in Persian at the bottom of the Paper.

Mr. Battley, the Nabob's present Secretary, was in the Nabob's service when the transaction under enquiry is stated to have taken place; was he acquainted with it at the time?—No; but about three or four years ago, when I had occasion to establish the validity of the Bond on which my present claim is founded, for the satisfaction of one Egamber Moodlee, from whom I wished to borrow money on the security of the Bond, I referred the question by Mr. Battley, Moslovee Mohummud, Ghous Khan, and Tirmue Row, who, after examining the records connected with it, assured Egamber Moodlee that the Bond appeared to them to be an authentic one.

(Signed) Reddy Row.

A true Copy. (Signed) Henry Russell.

(No. 86.) Enclosure.

Copy.—DEPOSITION of Tirmul Row, on oath; taken July 1st 1808.

IN what capacity were you employed about the Nabob Omdut ool Omrah?—I was Dewanee Serishtadar for the districts of Trichinopoly, Tinnivelly, and Madura; and I was also employed in examining the Khazanah and Dustgurdan Papers.

Are you acquainted with his hand-writing?—Not sufficiently to be able to depose to it with certainty.

Have you any knowledge of the transaction at present under enquiry before us?—None.

Did you know a writer in the Nabob's service named Anunda Row?—I knew a Moonshy of that name, who was in the service of Colonel Barrett, the Nabob's Secretary.

Do you know the hand-writing of that Anund Row?—No.

In the course of examining the Khazanah papers, did you never happen to discover any information relating to the subject of the present enquiry?—Never.

Were pecuniary transactions, in the nature of loans, usually recorded in the Khazanah department?—If the transactions were purely in the nature of money borrowed,

rowed, they usually appeared in the Khazanah department, but when the sums taken up were on account of the revenues of any part of the Nabob's country, the transactions relating to them were entered in the Dewanee department only.

(Signed) Tirmul Row.

A true Copy. (Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 87.) Enclosure.

Copy.—DEPOSITION of Soondee Row, on oath; taken July 11th 1808.

WERE you the head Mootusuddy in the Dustgurdan department during the time of Omdut ool Omrah?—Walajah appointed five Mootusuddies in the Dustgurdan department; viz. Vencatachillum Moodookishna me Sham Row, and Rung Row; of these, the first, second, and fourth are dead, and since their death I and Rung Row have had exclusive charge of the department.

Are you acquainted with Omdut ool Omrah's hand-writing?—Not sufficiently to depose to it.

Have you any knowledge of the transaction at present under enquiry before us?—Without referring to the papers in the Dustgurdan department, my memory does not serve me to speak upon the question.

Were all bonds for money borrowed by Omdut ool Omrah, registered in the Dustgurdan department?—Some of the Bonds were registered in the Dustgurdan and some in the other departments.

What particular Bonds were registered in the Dustgurdan department?—Bonds granted for sums of money lent, and for the balances of settled accounts, were usually entered in the Dustgurdan department.

The general lists of Bonds in the Persian language, taken from the Dustgurdan department, shewn to the Deponent; he is asked, If it is in his hand-writing?—No; some are written by me and some by Rung Row.

Were they all prepared with your knowledge?—Yes; with the exception of a few written before I came into the department.

The Deponent is desired to inspect the lists, and to state if there is any entry in them relative to the Bond on which the Claim under enquiry is founded?—The Bond in question is not inserted in these lists.

Can you assign any reason why the Bond in question, which bears date prior to the last date of the lists, happens not to be entered in them?—When Bonds were written in my department, they were registered in the list immediately, but when they were written in any other department, they were registered only when they happened to be brought to me, some months perhaps after the transaction. This Bond appears to be one of the latter description; and from the date of it being only a short time prior to the last date of the list, it might easily happen that a registry of it should not have been made.

Did you know a person of the name of Anund Row about the Durbar?—There was a person of that name in the employ of Colonel Barrett.

(Signed) Soondee Row.

A true Copy. (Signed) Henry Russell.

(No. 88.) Enclosure.

Copy.—DEPOSITION of Rung Row, on oath; taken July 11th 1808.

ARE any of these lists (shewing the Witness the lists of Bonds found in the Dustgurdan dufter) in your hand-writing?—Most of them are.

From what materials were these lists prepared?—From the copies of the Bonds lodged in the Dustgurdan department.

Are the copies of all the Bonds specified in these lists now forth-coming in the Dustgurdan records?—Yes.

Were there any Bonds granted between the earliest and latest date of these lists which were not inserted in the lists?—All the Bonds granted between those dates in the Dustgurdan department are entered in these lists, and those granted in other departments, of which information was sent to the Dustgurdan department, are also entered in those lists.

Is the Bond on which the Claim now under enquiry is founded, inserted in these lists?—No, because it was neither written in the Dustgurdan department nor reported to us before these lists were completed.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 89.) Enclosure.

Do you know any thing relative to the merits of the present Claim?—No; it is connected with the payment of the revenue of the country, with which I had no concern.

(Signed) Rung Row.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Khool Chund, on oath; taken July 11th 1808.

IN what capacity were you employed about the Nabob Omdut ool Omrah?—I was his head Moonshy.

Are you acquainted with his hand-writing? I am.

The three papers annexed to Reddy Row's deposition, marked C[91], D[92], E[93], being shewn to him, he is asked, whether the writing at the top of them is that of Omdut ool Omrah?—Appears to me to resemble his hand-writing entirely; and to the best of my belief, it is his.

Have you any knowledge of the transaction at present under enquiry before us?—None.

Was the nature of your situation about the Durbar such, that if this transaction was a valid one you must have been acquainted with it?—No, it was not.

Did you know a writer in the Nabob's service named Anund Row?—I did not.

Do you know what persons were employed in the time of Omdut ool Omrah to write the Bonds granted by him?—Generally, the Bonds were written by Soondee Row or Rung Row, two Mootsuddies in the Dustgurdan department; but upon emergency they were written by any person who happened to be at hand.

Although you have said that you did not know any writer at the Durbar named Anund Row, yet do you remember any person of that name being occasionally about the person of the Nabob, by whom, upon such an emergency as you have alluded to in your former answer, a Bond might probably have been written?—I knew no person named Anund Row about the Durbar, except Anund Row deceased, who was the brother of Roy Reddy Row, the present claimant.

The bond marked A[89], annexed to Roy Reddy Row's deposition, being shewn to the Deponent, he is asked, If he believes the seal and byze upon it to be the genuine seal and byze of Omdut ool Omrah?—The seal certainly is genuine, and, as far as I can judge, the byze is so too.

Do you know the hand-writing of the Bond?—I do not.

In the situation in which you were placed, had you an opportunity of knowing that Reddy Row, or his brother Anund Row, or a person named Gopaul Row, had occasionally pecuniary transactions with the Nabob?—I know that Reddy Row and his brother Anund Row were in the habit of advancing or procuring money to enable the Nabob to pay his kists; but I had no acquaintance with any person named Gopaul Row.

Did the situation you held at the Durbar afford you an opportunity of knowing that any such document as a list of the Bonds granted by the Nabob, was kept among his papers?—Of all the Bonds introduced into the Dustgurdan department, a list was kept; but of those granted in any other way no list was kept.

What do you mean by the Dustgurdan department?—By the Dustgurdan department we mean that in which a record is kept of sums borrowed and paid.

How then did it happen that a record of every debt incurred by the Nabob was not kept in that department?—Sometimes the Nabob chose to introduce transactions into the Dustgurdan department, and sometimes not. I am perfectly unacquainted with the motives which actuated his choice.

Who was the head officer of the Dustgurdan department in Omdut ool Omrah's time?—Soondee Row.

Whose duty was it to affix the Nabob's seal to the Bonds granted by him?—Sometimes the Nabob did it himself, and sometimes he employed a confidential person to do it for him.

(Signed) Khool Chund.

A true Copy. (Signed) Henry Russell.

(Copy.)

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 90.)

W. Parker, S. T. Goad, H. Russell, esquires, Commissioners for investigating the Debts of the late Nabobs of the Carnatic.

Gentlemen,

AS you are about to commence your enquiries into the validity of the numerous claims which have been brought before you, as due by the late Nabobs Wallajah and Omdut ool Omrah, I think it my duty to the honourable Company and to the fair claimants, to furnish you with a List of spurious Bonds (most of them supposed to be forged) that have been in circulation, amounting to the enormous sum of pagodas, 164,128,382,110 principal money; and I have reason to believe that these are only a part of similar Bonds and Claims that have been submitted for your investigation: some of these Claims have been registered in the Durbar records since the present Nabob has come to the Musnud; but I am confident that none of them will escape your detection; and should you think that I can be of any service in aiding your investigations, I shall be ready at all times to furnish you with such information as I may possess or be able to obtain on the subject.

It may not be amiss to inform you, that after the last consolidation of the Nabob's debts took place, there remained fair claims to the amount of about thirteen lacs of pagodas unconsolidated, particulars of which must be on the records of this Government, in the Proceedings of the Committees established in those days on the subject of the Creditors of the Nabob. From that period to his death, I verily believe that the Nabob Wallajah did not add as many more lacs of pagodas to those debts for monies borrowed from soucars or money lenders; and during the short reign of the Nabob Omdut ool Omrah, it must be within the recollection of every body in this Settlement, who were the people with whom he had money negociations; consequently the sums he borrowed and became responsible for, were limited to transactions with those persons; and I am perfectly satisfied, from every observation I have had an opportunity of making during my long residence at the Durbar, and from the best information I have been able to obtain, that fair claims against Nabob Wallajah of the above description, that is, for monies borrowed of merchants and soucars, added to those of his sons Nabob Omdut ool Omrah and Ameer ul Omrah, cannot exceed the principal sum of fifty or sixty lacs of pagodas.

I have the honour to be, Gentlemen,

Your most obedient servant,

(Signed) W^m Abbott.

Madras,
9th July 1808.

A true Copy. (Signed) Henry Russell.

Fort William, the 24th April 1809. (No. 91.) Enclosure.

Copy.—LIST of Spurious BONDS that have been in circulation at Madras.

	Date.	Amount.
BALLAJEE Pandit - - - -	15th Ramzam - - 1194	92,500 — —
Buckanjee Caussy Doss - - - -	4th Jamathysany - 1194	55,000 — —
Goolab Doss - - - - - -	14th Shavaul - - 1209	70,000 — —
Mahomed Abdula Saudayur Mahomed - -	19th Shaaban - - 1189	53,000 — —
Mahomed Ecclarkhawn - - - -	1st Zeley - - - 1198	50,632 — —
Ram Row - - - - - - -	26th Rajib - - - 1201	40,000 — —
Soobramany Pillay, by means of Mahomed Nassir Khawn. - - - - -	12th D° - - - - 1204	15,000 — —
Mr. Baden, Commander of Nellore - -	14th D° - - - - 1204	50,000 — —
Ananda Monogar Balam Mookoonthoo Doss	7th Shaaban - - 1204	53 000 — —
Carimool Nissa Begum - - - -	9th Zilchaud - - 1204	7,000 — —
D° - - D° - - - - - -	7th Shaaban - - 1186	87,000 — —
Kaval Ram, by means of Nizam Mathy Ahmed Khawn - - - - - -	5th Rabylavell - - 1204	50,270 — —
Ramaswamy Dubash - - - - -	15th Zilchaud - - 1209	22,000 — —
Samul Doss - - - - - -	12th Rabylavell - 1201	110,500 — —
Ponah Pillay - - - - -	15th Shavall - - 1205	15,000 — —
- - D° - - - - - -	10th Ramzam - - 1206	20,000 — —
- - D° - - - - - -	14th Zilchaud - - 1205	14,000 — —

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 91.) Enclosure.

Spurious Bonds.	Date.	Amount.
Pooloopool	29th Zilchaud - - 1199	104,429 — —
Rajah Bahauder	25th Rajib - - - 1198	115,000 — —
Aunamunth Ramanjee	20th Shaaban - - 1204	47,000 — —
Catunah Begum	17th Ramzam - - 1199	64,000 — —
Guntoor Vecabachellum	19th Rajib - - - 1183	95,000 — —
Ragunathr Doss Vecatodry	5th Rabysany - - 1194	62,554 — —
Kaval Ram	6th Ramzam - - 1204	61,250 — —
- - D°	19th Shaaban - - 1204	44,500 — —
- - D°	9th Jamathysany - 1204	23,000 — —
Goverthen Doss Geerther Doss	3rd Ziley - - - 1204	27,000 — —
- - D° - - D°	21st Zilchaud - - 1204	35,000 — —
Rajib Khawn Awfez Mahomed Nasser Khawn	9th Shavaul - - 1209	25,000 — —
Etbar Ally Khawn	24th D° - - - - 1205	30,000 — —
Nathojee Caussy Doss	15th Ramzam - - 1191	92,000 — —
Parasuram Caussy Doss	13th Shavaul - - 1199	47,000 — —
Veerasawmy Pillay	6th Rajib - - - 1196	90,000 — —
Gopaul Row	17th Zilez - - - 1198	83,000 — —
Vencataram Chitty	25th Ramzam - - 1202	120,000 — —
Vencata Soobiah	15th Rajib - - - 1198	90,000 — —
Ram Doss Vencatadry	15th Saffur - - - 1198	95,000 — —
Gunga Ram	4th Jamathysany - 1197	120,000 — —
Jevanah Naick	21st Rabylavel - - 1199	85,000 — —
Patchiapah Moodelly	2d Ramzam - - 1198	95,000 — —
Ramah Naick	11th Rajib - - - 1194	95,000 — —
Cashuvaraz Appanah	5th Rabylavell - 1201	85,000 — —
Gunga Ram	15th Ramzam - - 1195	117,900 — —
Moothoo Ram Chitty	16th Jamathysany 1201	65,000 — —
Anunthapah	5th Rabylavell - - 1198	120,000 — —
Appajee Row	7th Ramzam - - 1197	55,000 — —
Tremul Row	9th Rabysany - - 1197	123,850 — —
Vencajy	10th Mohrum - - 1198	75,000 — —
Vencatachella Ayer	14th Rajib - - - 1196	90,000 — —
Parasuram Moodelly	12th Mohrum - - 1199	96,000 — —
Vaydeluiga Moodelly	17th Rabylavell - - 1198	94,000 — —
Gopaul Kissen	3d Zelez - - - 1199	90,000 — —
Veren Chitty	21st Rajib - - - 1199	90,000 — —
Pallauberamiah	15th Rabylavell - 1200	110,000 — —
Goverthen Doss Burj Doss	15th Jamathsany - 1194	90,000 — —
- - D° - - D°	23d Ramzam - - 1194	70,000 — —
- - D° - - D°	23d Rabylavell - - 1191	70,000 — —
Maila Pillay	4th Shavaul - - 1199	95,000 — —
Ponah Pillay	6th Shaban - - 1198	20,000 — —
- D°	2nd D° - - - - 1204	6,000 — —
- D°	24th Rajib - - - 1204	10,000 — —
Buckanjee Caussy Doss	15th Ramzam - - 1191	92,000 — —
Buckanjee Caussy Doss	15th Rajib - - - 1196	99,000 — —
Budanjee	15th Shaban - - 1194	55,000 — —
Gooroonatha Pillay	5th Ramzam - - 1202	12,000 — —
John Ramasawmy	6th Mohrum - - 1202	110,000 — —
Jynah Chitty	12th Rabylavell - 1190	60,000 — —
Cningleroy Modelly	16th Rajib - - - 1197	35,000 — —
Nathajee Saucor	5th Ramzam - - 1195	78,000 — —
Arnachilla Moodelly	1st Ramjan - - 1194	90,000 — —
Mooncapah	25th Shavaul - - 1194	120,000 — —
Vancatachella Dubash	15th Rajib - - - 1183	95,000 — —
Chuckra Pillay	12th Rabysany - - 1194	95,000 — —
- - D°	29th Saffur - - - 1196	85,000 — —
Patchia Mootiah Pillah	11th Ramzam - - 1201	120,000 — —
Vera Cooty Pillah	20th Shavaul - - 1200	138,000 — —
Arnachellum Moodelly	3rd Ramzam - - 1194	90,000 — —
Kistmajee Pandit	5th Rabysany - - 1192	90,000 — —
Gopaul Doss	26th Shavaul - - 1201	118,000 — —
Voonamally Pillay	20th Ramzam - - 1203	25,000 — —
Sooboo Row	12th Rabysany - - 1204	88,000 — —
Ramchindra Row	5th Zelchaud - - 1199	125,000 — —
Orthey Ram	18th Zelez - - - 1199	44,000 — —
Catunah Begum	17th Ramzam - - 1199	57,000 — —
- D°	17th D° - - - - D°	12,900 — —
Abduka Gafar Khawn	11th Rabysany - - 1211	17,000 — —

(continued.)

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub Cons. (No. 91.) Enclosure.

Spurious Ponds.	Date.	Amount.
Zehaboon Nissa Khawn	14th Ramzam 1199	10,000 — —
Do	Do Do	19,000 — —
Azee Idaithoo Beebee	Do Do	36,000 — —
Guntoor Vencatachellum	25th Shavall 1190	72,000 — —
Buchanjee Caussy Doss	30th Do 1190	4,000 — —
Ramasawmy Dubash, by means of Nizam Mathy Ahmed Khawn	15th Rabysany 1208	42,224 — —
Parasuram Pillay	1st Shavall 1194	85,000 — —
Sasha Pillay	12th Ramzam 1202	45,000 — —
Orthey Ram	21st Rabylavell 1190	85,000 — —
Do	20th Zeliz 1185	3,230 — —
Do	20th Do 1185	55,000 — —
Canthanathoo Pillay	12th Rabysany 1200	67,000 — —
Ramnatha Pillay, by means of Sathycown	27th Ramzam 1190	75,000 — —
Davaljer	25th Rajib 1205	20,000 — —
Rajah Beerbar	19th Saffur 1190	145,000 — —
Do	4th Rajib 1192	121,000 — —
Dadajee	9th Saffur 1204	150,000 — —
Kissen Doss Burj Doss	15th Rajib 1203	130,000 — —
Vurda Burgee Doss Arookjee	16th Shavaul 1199	96,000 — —
Latchemana Doss Manoovar Doss	20th Rabysany 1202	28,000 — —
Burjee Doss, by means of Kajah Beerbar	15th Saffur 1191	80,000 — —
Goolab Doss	25th Rabylavell 1191	22,000 — —
Parthy Tricamy Chitty, Sashachelly Chitty, by means of Shah Mahomed Daroga, for Cloths sold	7th Jilez 1193	2,800 — —
Maleguey Tricamy Chitty, by means of Shah Mahomed Daroga	8th Zilchaud 1191	11,059 — —
Bapannassaly Bala Gurua, by means of Shah Mahomed Daroga	4th Ramzam 1191	58,036 — —
Vardapandit, by means of Ram Row	20th Do 1205	30,000 — —
Do	15th Mohrum 1211	10,000 — —
Do	15th Shavaul 1210	20,000 — —
Hyder Cawn Iugeerdar of Salamber, by means of Najib Khawn	14th Jamathysany 1185	65,000 — —
Pouher Nerrain Pillay	23d Saffur 1198	95,000 — —
Do	2d Mohrum 1192	20,000 — —
Do	8th Zilchaud 1192	20,000 — —
Do	9th Rajib 1192	52,000 — —
Soorachell Ramasawmy	25th Ziley 1202	60,000 — —
Sooboo Row Saucor	21st Jamathylavel 1201	95,000 — —
Mahomed Takey Khawn Jageerdar Vandavashy	26th Zilchaud 1179	104,000 — —
Nulla Naick Pilloy, by means of Elbar Khawn	5th Shavaul 1192	92,000 — —
Veerasawmy Pillay	2d Ramzam 1202	75,000 — —
Vecanjee Pandet, by means of Ram Row	2d Saffur 1204	96,000 — —
Bungaroo Naick, by means of Elbar Khawn	14th Zilchaud 1202	52,000 — —
Vencaiah Braminy	22d Shaban 1199	85,000 — —
Anantha Manogur Balla Muckoonthoo Doss	4th Shaban 1204	72,000 — —
Mahomed Nassir Khawn	14th Rabysany 1212	3,000 — —
Goolam Maky Khawn Cawn Samah	9th Ramzam 1197	85,000 — —
Soora Soobao Chitty, by means of Solar Jung Bahauder	5th Zilez 1201	77,000 — —
Been Nanajee Saucor, by means of Sahid Mahomed Khawn	7th Ramzam 1195	78,000 — —
Sam Doss Sary	11th Rajib 1198	107,000 — —
Binnee Shunthoo	9th Shaban 1193	51,000 — —
Shun Mook Velloydom Moodelly	22d Shaban 1193	9,000 — —
Arnachillum Moodelly	3d Ramzam 1194	90,000 — —
Soobyah	25th Shaban 1198	125,000 — —
Ramaswamy Braminy	21st Shavaul 1201	92,000 — —
Govintha Naick	6th Ramzam 1200	88,000 — —
Appoo Chitty	22d Zilchaud 1202	94,000 — —
Sathaghery	22d Ramzam 1200	115,000 — —
Connery Row	2d Rajib 1192	92,000 — —
Nencatachillum Pillay	6th Shavaul 1198	96,000 — —
Vissoonada Davy	18th Saffur 1201	86,000 — —
Manuckjee Davy	19th Rabysany 1202	100,000 — —
Rungiah Chitty	9th Zilez 1203	35,000 — —

(continued.)

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 91.) Enclosure.

Spurious Bonds.	Date.	Amount.
Ramasawmy	28th Saffur 1202	105,000 — —
Ramalinga Pillay	20th D° 1198	125,000 — —
Rungrah Shroff	16th Zilez 1199	95,000 — —
Sarvanah Pillay, by means of Rajah Beerbar	9th Rajib 1198	10,500 — —
Seenavassiah	2d Zeliz 1194	37,000 — —
Rangunatha Naick	18th Saffer 1202	82,000 — —
Veeracootty Pillay	16th Zilez 1195	40,000 — —
Appoo Modilly	16th Shavell 1200	120,000 — —
Audy Pillay	20th Zilez 1180	100,000 — —
Cooty Pillay	18th Saffur 1198	95,000 — —
Sawny Natha Pillay	2d Rajib 1201	85,000 — —
Armogum Chitty	9th Ramzan 1203	35,000 — —
Ragunatha Davy	2d Zilez 1194	93,000 — —
Narrain Pillay	4th Rabylavell 1194	75,000 — —
Gooroonatha Chitty	2d Rajib 1201	85,000 — —
Vencatachella Ayer	5th Ramzam 1201	45,000 — —
Vardapah Chitty	19th Ramzam 1202	60,000 — —
Soobooray Moodelly	15th Rajib 1195	98,500 — —
Arry Row	26th Zilez 1190	105,000 — —
D° by means of Rajah Beerbar	16th Shavaul 1102	95,000 — —
Ramiapah Moodelly	25th Zilchaud 1203	70,000 — —
Coopoo Chitty	8th Jamathysany 1201	85,000 — —
Ranganatha Moodelly	13th Ramzam 1192	5,850 — —
Gopaul Kirtna	5th Saffur 1201	85,000 — —
Moothoo Kistna	2d Rajib 1199	80,000 — —
Vydanatha Pillay	10th Zilchaud 1198	60,000 — —
Soobooramany Chitty	2d Rajib 1201	85,000 — —
Moorthoo Vira Pillay	15th Shaban 1202	80,000 — —
Sawny Matha Pillay	2d D° 1199	96,000 — —
Rajuna	5th D° 1201	85,000 — —
Chethumbra Pillay	5th Ramzam 1192	82,000 — —
Goolab Doss	2d Zilchaud 1191	46,000 — —
Comarasawmy Pillay	18th Zilchaud 1201	38,000 — —
Sooboo Row Saucor, by means of Moorbar Jung Bahauder	10th Shavaul 1194	95,630 — —
Vencatasha Moodelly	20th Ramzam 1204	64,000 — —
Vencajee Row	4th D° 1204	65,000 — —
Jevaijee Naig	22d D° 1202	45,000 — —
Vadaganathn Pillay	12th Rajib 1203	90,000 — —
Tegaroy Teaga Moodelly	2d Zilchaud 1199	95,000 — —
Vencata Soobyah	19th Jamathysany 1203	83,000 — —
Soobooroy Saucor	26th Rabysany 1202	95,000 — —
Andeapah Moodelly	9th Mohrum 1202	60,000 — —
Amblavana Moodelly	19th Zilez 1204	65,000 — —
Shacozy Naig	19th Zilchaud 1202	85,000 — —
Pariapah Chitty	5th Ramzam 1201	75,000 — —
Rajah Gopaul Chitty	19th D° 1194	110,000 — —
Ramnatha Pillay	22d Shavall 1197	90,000 — —
Bavanny Naick — 30th Auguft	5th Zilchaud 1200	60,000 — —
Depanathoo Pillay	2d Zilez 1200	84,000 — —
Allogapah Moodelly	5th Shavaul 1199	70 000 — —
Veerabadra Pillay	7th Mohrum 1207	50,000 — —
Kistna	7th Shevaul 1199	30,000 — —
Narrain Naik	19th Saffur 1193	47,000 — —
Nallom Ayah	20th Ramzam 1194	80,000 — —
Varda Ayah	4th Rabyfany 1203	85,000 — —
Vencatarow Dubath	4th Shaban 1198	75,000 — —
Tandava Moodelly	5th Ramzam 1202	95,000 — —
Tala Ayagee, by means of Ram Row Marsinga Doss	5th Zilez 1202	55,000 — —
Cacoolapah Moodelly, by means of Rajah Beerbar	19th Rajib 1196	95,000 — —
Varapeah, by means of Nizam Methy Ahmed Cawn	9th Ramzam 1195	54,000 — —
Iyongar Moodelly	17th Rabyfany 1202	84,000 — —
Narniah	19th D° 1200	55,000 — —
Cooleapah Pillay	18th Shaban 1199	80,000 — —
Nagapah Moodelly	20th Zilez 1196	60,000 — —
Cundapah Sawmy Moodelly	18th Ramzam 1202	75,000 — —

(continued.)

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 91.) Enclosure.

Spurious Bonds.	Date.	Amount.
Sham Row	19th Rabyfany - - 1200	55,000 — —
Vencata Ramniah, by means of Nordeen Mahomed Khawn	5th Rabylavell - - 1198	95,000 — —
Govinda Row, by means of Annovarly Khawn	10th Shaban - - 1195	115,000 — —
Sooboo Row, by means of Ally Moothin Ahmed Saib	12th Rabysany - - 1196	135,000 — —
Sooriah Raja Moodelly	17th Shavaul - - 1195	95,000 — —
Sawmy Chitty, by means of Aunoovarally Khawn	10th Shaban - - - 1190	60,000 — —
Sooba Allavan	16th D° - - - - 1191	50,000 — —
	Pagodas	1,58,60,514 — —
Nabob Omdut ul Omrah's Bonds:		
Durmafung Moodelly	7th Shaban - - - 1212	14,000 — —
Tanjou Ramah Naick	25th D° - - - - 1215	7,000 — —
Dutta Row	15th Saffir - - - 1216	38,500 — —
Ninra Ramesawmy, by means of Kisson Row, Vakeel of Condacoor	2d Mohrum - - - 1216	10,000 — —
Stree Kistna Davay	25th Rabyfany - - 1212	35,000 — —
Afzul Nissa Begum	15th Rajib - - - 1215	2,250 — —
Dattajee Malapah, by means of Reddy Row	1 Suffur - - - - 1216	3,377 5 —
Reddy Row	1 Saffur - - - - 1216	16,500 — —
Gopaul Row	11th D° - - - - 1213	38,500 — —
Ponah Pillay, by means of Afhmud Jung	29th Rabylavel - - 1212	23,000 — —
- - D° - - - - - - D° - -	29th D° - - - - 1215	22,000 — —
Tagarajoo Moodelly	3d Saffur - - - 1216	126,000 — —
	Pagodas	336,127 5 —
Tippavan, or Accommodation Notes granted by Sancor to Nabob, paid off, but not returned.		
Samuel Doss	2d Zilchand - - 1201	14,600 — —
D°	26th Mohrum - - 1201	14,097 16 10
D°	21st Safer - - - 1201	82,500 — —
D°	14th Babylavell - - 1201	95,000 — —
Bavany Doss, Hanah Sah	4th Shavaul - - - 1202	10,000 — —
	Pagodas	216,197 16 10
Amount of Nabob Wallajah's Bond, as above		1,58,60,514 — —
D° - of D° Tippavan, as above		2,16,197 16 10
D° - of D° Omdut ul Omrah's Bonds		3,36,127 5 —
	Pagodas	1,64,12,838 21 10

Papers are true, but the Claims are improper.

Madras, 9th July 1808.
(Signed) Wm Abbott.

A true Copy,
(Signed) Henry Russell.

Copy.—DEPOSITION of W. Abbott, esq. on oath; taken this 12th day of July 1808.

(No. 92.)

WE lately received from you a list of Bonds, supposed to be forged or spurious, so be so good as to inform us of the nature of the information on which that list is founded?—Many of the Bonds specified in the list were brought to me for sale, and wishing to get the best information I could as to the authenticity of them, I made particular enquiries on the subject, and having reason to consider them spurious Bonds, I declined purchasing them.

Will you be so good as to state the particular kind of information on which you considered them spurious Bonds?—My information I derived from persons who had been brought up in the Durbar, and who knew the names of the persons who had transactions with the Durbar, and the nature of those transactions.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

What are the names of those persons?—I do not consider myself at liberty to divulge their names.

What are your objections to divulging the names of the persons who gave you information regarding the spurious Bonds?—I do not consider myself at liberty to mention their names without their permission. I do not know in what consequences they may be involved from divulging their names, as the opposing the Bonds involves the interest of a great many individuals.

(Signed) W. Abbott.

A true Copy (Signed) Henry Russell.

Copy.—DEPOSITION of Anunda Row, on oath; taken this 12th day of July 1808.

(No. 93.) Enclosure.

DID you ever hold any employment in the service of the late Nabob Omdut ul Omrah?—I was employed under Roy Reddy Row, and went with Anunda Row, his brother, to Arcot, in the month of Ance 1206 Fuslee; my salary was 40 rupees per month, and I returned to Madras about three or four months afterwards.

What was your particular duty?—I was employed to write, keep accounts, and perform other similar duties, as I was directed by Reddy Row.

When did you first enter the service of the Nabob, and when did you quit it?—I was in the service of the Nabob from the period above mentioned until the death of the Nabob.

Did you receive orders from any person besides Reddy Row during the period of your service?—Until about a year and a half after my return from Arcot I was not subject to the authority of any person but Reddy Row: but from that time to the Nabob's death, I attended Colonel Barrett, by Reddy Row's direction, and was in the habits of receiving orders from them both.

Were you in the habits of writing Bonds granted by the Nabob?—I was.

From whom did you receive orders to write Bonds?—From Reddy Row and Colonel Barrett.

How many Bonds do you think you may have written whilst in the Nabob's service?—From ten to twenty.

Do you recollect in the names of what persons any of the Bonds were made out?—I cannot charge my memory with the names of all, but I recollect to have written Bonds in the names of Gopaul Row; Duttagee Moorleapah, Vendigum Moodelly, Bishennauth Thakore, and Shree Vencata Chitty.

Do you recollect for how much money you wrote the Bond in the name of Gopaul Row?—For upwards of 30,000 pagodas.

By whose order did you write that Bond?—By order of Reddy Row, to whom I delivered it when written.

Was the paper on which you wrote the Bond sealed or not?—The paper was plain; nor did I afterwards see it sealed.

Where did you write this Bond?—At Madras, in Colonel Barrett's room at the Durbar, where I was accustomed to sit.

The Bond being shewn to the Witness, he is asked whether it is written by him?—It is my hand-writing, and is the Bond of which I have been speaking.

Do you know whether the amount specified in the Bond was advanced to the Nabob?—I do not.

Besides this Bond, did you ever write any other papers connected with this transaction?—I may have written a sowal, or any other paper connected with it, but I do not recollect.

The papers found amongst the Durbar records relating to this transaction, being shewn to the Witness, he is desired to point out any which are of his hand-writing?—The sowal, account current, and draught of a Bond amongst these papers, are in my hand-writing.

How did you procure the information contained in the sowal?—I wrote it by the direction of Reddy Row, and gave it to him.

Did Reddy Row refer to any paper to enable him to dictate the sowal, or did he dictate it from memory?—I believe he did not refer to any paper except the account current, which he held in his hand.

How long, previously to writing the sowal, had you written the account?—A day or two.

From what materials did you prepare the account?—Reddy Row dictated it to

me, and appeared at the same time to be referring to papers which were, as usual, before him.

In whose hand-writing are the words "inspected," "examined," on the back of the sowal?—One of them I know to be in the hand-writing of Reddy Row, and the other I believe to be the hand-writing of Roy Sreenevas Row.

Did you always write accounts as dictated to you by Reddy Row, or did you sometimes prepare accounts of yourself, from an actual inspection of papers?—Sometimes I wrote them by the dictation of Reddy Row and Colonel Barrett, and sometimes from papers which they delivered to me.

Do you know in whose hand-writing the swād on the account current and sowal is?—I know it to be the swād of the Nabod Omdut ul Omrah.

The Bond marked (A) 89 being shewn to the Witness, he is asked, Whose seal is affixed to it?—It is the genuine seal of Omdut ul Omrah.

The papers marked C, 91 D, 92 and E, 93 being shewn to the Witness, he is asked, Whether he knows the hand-writing of the characters at the top of the papers?—I know them to be the writing of the late Nabob Omdut ul Omrah.

Did you ever see the Nabob write?—Never.

Then how do you know these characters to be the hand-writing of the Nabob?—I have seen his hand-writing frequently, and from the resemblance these characters bear to it, I know them to be his hand-writing.

The Witness, before signing his Deposition, stated, that in answering the question as to the number of Bonds he had written, he did not mean to specify any particular number, not recollecting how many he may have written.

(Signed) Anunda Row.

A true Copy. (Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 93.)

Copy.—DEPOSITION of Narain Row, on oath; taken this 12th day of July 1808.

WERE you in the service of the late Nabob Omdut ul Omrah, and what situation did you hold?—I was in his service as a writer, in the Dewanny department.

(No. 94.) Enclosure.

When did you enter the service, and when did you quit it?—I entered the service at the end of the administration of Ameer ul Omrah, and remained in it till the death of Omdut ul Omrah.

What was the nature of your duty?—I used to write Accounts, Sewals, Bonds, or Arzees, or any thing that I was directed to write.

Under whose orders were you?—I was under the orders of Colonel Barrett, Anund Row, and Reddy Row.

The three papers marked C, 91 D, 92 and E, 93 being shewn to the Witness, he is asked in whose hand they are?—They are my hand-writing.

Read those papers, and state whether you know any thing of the transaction described in them?—I recollect to have heard that such an occurrence took place, but my situation was not such as necessarily to make me acquainted with the merits of it. Reddy Row dictated to me in Marhatta, and I wrote in Persian the contents of the two papers marked C and D: the paper E was dictated to me, I recollect perfectly, by Colonel Barrett and Reddy Row.

After writing the papers, what did you do with them?—I gave them to Reddy Row.

Were you in the habits of seeing the Nabob write, or do you know his hand-writing?—I never saw him write, but I know his hand-writing.

The papers C, 91 D, 92 and E, 93 being shewn to the Witness, he is asked in whose hand-writing are the characters at the top of the papers?—They are in the hand-writing of the Nabob Omdut ul Omrah.

(Signed) Narrain Row.

A true Copy.

(Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 95.)

Copy.—DEPOSITION of Mr. J. Batley, on oath; this 13th day of July 1808.

HOW long have you been in the service of the Nabobs of the Carnatic?—Upwards of thirty years.

Have you been during the whole of that time at the Durbar?—Yes.

You are acquainted with the claimant, Reddy Row?—Yes.

Do you know whether he had any money transactions with the late Nabob Omdut ul Omrah?—Yes; I know he had very extensive money transactions with the late Nabob Omdut ul Omrah, though I don't know the particulars of them.

Do you know any thing regarding a Claim preferred by Reddy Row upon a Bond, in the name of Gopaul Row, for pagodas 38,500, dated 11th Suffer 1213 Higeree?—I do not know the particulars of the transaction on which such a Bond was granted, nor do I recollect the date of the Bond; but about three or four years ago, a Bond for that sum, in the name of Gopaul Row, was sent to me by an English gentleman of Madras, for my opinion as to its authenticity. Not knowing any person by the name of Gopaul Row, and the Bond purporting to have been granted by the late Nabob Omdut ul Omrah, with the transactions of whose reign Reddy Row was particularly acquainted, I carried the Bond to the Durbar, and shewed it to Reddy Row, who said it was a good Bond; and for my further satisfaction, offered to produce the Durbar records relating to it, if I would obtain the permission of the Dewan for him to do so. I accordingly spoke to the Dewan, and the Durbar papers were produced, in the presence of the Dewan, Moloy Mohomed, Gous, Rajah Khoob Chund, Tirmul Row, Reddy Row, and others, and on inspection of them, some receipts from Mr. Lautour's house and other documents were found, from which the Bond appeared to me to be a good one.

Did you ask, or did Reddy Row say, or did you understand, from the paper produced, that any part of the money secured by that Bond was advanced by him to the Nabob?—Yes, I did; Reddy Row told me so; and from an inspection of the papers produced, I was confirmed in my own mind that what he said was true. I do not recollect the purport of the papers.

The Bond marked A being shewn to the Witness, he is asked, Whether he knows the seal and beiz?—I have seen the Nabob's seal and beiz frequently, and I believe the seal and beiz on this Bond to be the seal and beiz of the late Nabob Omdut ul Omrah.

Are you acquainted with the late Nabob's hand-writing?—I have seen him write, and am well acquainted with his hand-writing.

The Papers 91 C, 92 D, and 93 E, being shewn to the Witness, he is asked, Whether he thinks the writing at the top of them is the late Nabob's hand-writing, or not?—The writing at the top of these papers is, to the best of my knowledge and belief, the hand-writing of the late Nabob Omdut ul Omrah.

Do you know the manner in which the late Colonel Barrett signed his name and styled himself, when addressing the late Nabob in Persian papers?—Colonel Barrett did not sign any Persian papers; his name was subscribed by the person who happened to write the Address; and when addressing the Nabob he always used the term Gholam, or Slave.

In the course of your residence at the Durbar, have you had opportunities of becoming acquainted with the manner of keeping the accounts in the Durbar, or not?—I have never been concerned, directly or indirectly, in any pecuniary transactions at the Durbar, nor was I ever employed in any business of accounts. I have no interest whatever, personal or otherwise, in any of the Claims that are now or may be hereafter preferred to the Commissioners, excepting the Claim of the late Colonel Joseph Smith, to whose estate I am acting executor; nor have I any interest in the Claim of Reddy Row, directly or indirectly.

(Signed) John Batley.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of W. Abbott, Esquire, on oath; taken this 15th day of July 1808.

(No. 96.) Enclosure.

WE have considered the objection made by you on the 13th instant, to disclose the names of the persons from whom you derived your information, respecting Bonds supposed to be forged, and are of opinion, that we cannot dispense with your answer to

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 96.)

to the question we put to you on that day, it being perfectly free from all legal objections; we therefore repeat the question, What are the names of the persons from whom you derived your information?—I was called upon to-day to give evidence in a particular case, and am ready to do so, to the best of my knowledge and belief; and if, before I leave the office, you insist upon my giving up the names of the person or persons from whom I received the information, I will do so, as I think the person will be useful to the Commissioners.

Can you, of your own knowledge, independently of any information which you have received from the persons, give evidence, tending to prove the invalidity of the Bond in the name of Gopaul Row, for pagodas 38,500, inserted in the List transmitted by you to us?—I have reason to believe that the transaction on which this Bond is said to have been given, is not regularly entered in the Durbar records, and, if I am allowed to refer to them, I think I can establish the fact.

Will you mention the particular papers, to which you wish to refer in the records?—I wish, in the first instance, to see the Bond in the name of Gopaul Row, and to be allowed to compare the beiz on it, with the beiz on any other Bond of Omdut ul Omrah, which may have reached your hands; for instance, one of the Bonds granted to the late Mr. Johnston.

The Bond in the name of Gopaul Row, and a Bond in the name of the late Mr. Johnston, being shewn to the Deponent, he suggests, that Khoobchund, an officer of the Durbar, now present, may be required to answer questions relative to the beizes on those Bonds, which he will propose; the above officer is accordingly called, and examined by the Commissioners.

(Vide his separate Deposition.)

What further papers do you wish to have produced?—The accounts of the month in which this money is said to have been advanced.

The Deponent is informed, that the only accounts forth-coming in the records of the Durbar, are four sheets of account, bearing a seal of Anwur Ally Khan, Renter of Arcot, a Sewal, an Account current, and a copy of a Bond, and a List of receipts of money by Mr. Lautour, on account of money advanced by Gopaul Row. The Deponent then expresses a desire to have Tirmul Row examined.

After the examination of Tirmul Row, the Deponent is asked, Whether he has any more direct reasons than are to be gathered from what has transpired on the examinations of Khoobchund and Tirmul Row, for believing the Bond in the name of Gopal Row to be spurious or forged?—None.

With respect to the Bonds in general, contained in the List transmitted by you, are your reasons for supposing them spurious, founded, as in this case, upon their not being regularly entered in the Durbar accounts and records, or upon more direct information, as to their spuriousness?—My reasons for supposing the Bonds spurious, are founded upon the same circumstances as attended the Bond in the name of Gopaul Row, and not upon any direct proof of forgery.

In your List there are five Teeps, mentioned and described thus: "the papers are true, but the claims are improper;" what do you intend to convey by these words?—That the notes were originally genuine, but that the amount of them has been repaid, and that the notes have not been returned.

Will you now furnish us with the name of the person or persons who have given you information of any of the Bonds specified in your List, being forged or spurious?—The person on whom I depended for the correctness of his information, is named Narasinga Row: he was formerly employed in the Durbar, and is now at Madras. I had information from others, but Narasinga Row was the only person in whom I placed confidence, having found reason to doubt the information given me by the other persons. As the present transaction is stated to have taken place in the year 1797, Mr. Parry, who during that year had charge of paying the kists, can probably furnish information on the subject of this Claim.

(Signed) W. Abbott.

A true Copy. (Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General: relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 97.) Enclosure.

DEPOSITION of Mr. William Stratton Dundas Light, on oath; taken July 15th 1808.

AS Agent of Avadanum Paupia Braminy, you represented to us, on the 11th instant, that you were prepared to invalidate the Claim preferred before us by Roy Reddy Row, as assignee of Gopaul Row; be so good as to state to us all that you know on the subject of that Claim.—I know nothing of my own knowledge, but from examination of Witnesses, whose names I will state. I am led to believe, that many of the Bonds are forged, and the persons to whom I allude are ready to prove, that the Bond at present under consideration is one among that number.

On what particular points is it that their information has led you to think this Bond a forged one?—1st. That Anund Row, the alleged writer of the Bond, was not at Madras at the time the Bond bears date, nor for a considerable time before or after. 2d. That persons were present when this Bond was prepared, saw Anund Row affix the byze upon a paper in blank, with the seal already affixed, and that this occurred about three months after the death of Colonel Barrett, about the year 1802. 3d. That Anund Row was not employed under Colonel Barrett until after Colonel Barrett got his Jagheer, which was, I believe, in either 1800 or 1801. 4th. That Reddy Row was persent when the above transaction took place.

What are the names of your Witnesses to substantiate these points?—1. Arnachella Row; 2. Beema Row; 3. Appoo Row; 4. Vencata Row; 5. Appoo Row, 2d writer in the Commissioner's office; 6. Vessnassoo Vincata Ramia.

Where are these persons?—They are here, ready to be examined. I have not seen or examined Appoo Row, the 5th witness, but have only heard from others, that he was at Managoode or Chelembrum at the same time as Anund Row, and at the date of the Bond.

(Signed) Wm S. D. Light.

A true copy. (Signed) Henry Russell.

SECOND DEPOSITION of Khoobchund, on oath; taken July 15th 1808.

(No. 98.) Enclosure.

THE Bond granted by Omdut ul Omrah to the late Mr. Johnston, referred to in Mr. Abbott's Deposition, being shewn to the Deponent, he is asked, Whether he knows the byze that appears at the bottom of the Bond?—I do; it is the byze of Omdut ul Omrah.

The Bond for star pagodas 38,500, in the name of Gopaul Row, also referred to in Mr. Abbott's Deposition, being shewn to the Deponent, he is asked, If he knows the byze that appears at the bottom of it?—I do; it is the byze of Omdut ul Omrah.

Do you believe that the two byzes were written by the same hand?—I do.

(Signed) Khoobchund.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Tirmul Row, on oath; taken July 15th 1808.

(No. 99.) Enclosure.

YOU are again asked, whether pecuniary transactions, in the nature of loans, were or were not recorded in the Khazanah department?—They were.

In your Deposition, taken on the 11th instant, you stated, that if the transactions were purely in the nature of money borrowed, they usually appeared in the Khazanah department, but that when the sums taken up were on account of the revenues of any part of the Nabob's country, the transactions relating to them were entered in the Dewannee department only; how do you reconcile the apparent inconsistency between your former and your present answer?—If any Soucar advanced money on account of any Aumil, it was entered in the Khazanah, as a remittance of revenue from the district of that Aumil. If the Soucar, instead of paying the cash actually to the Nabob, paid it, by the Nabob's order, to any other person, he produced that person's receipts, and obtained credit for the amount in the Khazanah department. The obligation to repay this money rested with the Aumil. In the event of the Aumil being removed before he had repaid the money, the account of the transaction was adjusted in the Dewanee and Dustgurdan departments, and a Bond for the amount was granted by the Nabob to the lender. The Aumil, in such cases, debited himself for the amount borrowed, in the Dustgurdan accounts of his district, and took credit for it in the account of the revenues remitted.

Notwithstanding every attempt that was made, the Deponent could not give any other explanation of the inconsistency.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Supposing a person at the Durbar to advance money on account of an Aumil, in whose name would the entry appear in the Khazanah?—It was placed at the credit of the Aumil, and the name of the person by whom the cash was paid at the Durbar, was generally, but not always entered.

Was the transaction at present under enquiry, of such a nature that it ought to have been entered in the Khazanah?—It was.

Bengal Pub. Cons. (No. 99.)

It appears that the Khazanah Accounts for Rubbee oul Auweel, A. H. 1212, in which month this transaction is said to have taken place, are missing from the records of the Durbar; do you know how they came to be missing?—I do not; I did not know that they were missing, until I was employed to assort the papers here the other day.

You have said in your former Deposition, that you were employed in examining the Khazanah papers; do you recollect, in the course of such examination, any entry on the subject of the present transaction?—I do not; so long a period has elapsed since that time, that it cannot be expected I should be able to charge my memory with it.

The Persian account current, referred to in the Deposition of Anunda Row, being shewn to the Deponent, he is asked, In what Department accounts of this nature were usually prepared?—They were prepared in the Dewanee department, by the officers of that and the Dustgurdan departments.

Who superintended the Dewannee department, in the Fusly, year 1206?—The general superintendance was with Reddy Row. I and others were under him.

In whose immediate department ought this account to have been made out?—In that of Kistnajee Pundit, who, in the Dewanee department, was the Serishtadar for Arcot.

It appears by this account current, which is dated 10th Suffer A. H. 1213, that a sum of 3,791 pagodas had accumulated on account of interest, to have been entered in the Khazanah, as well as the principal?—It ought, certainly, when the account current was made up here; a search was made among all the Khazanah papers for A. H. 1213, but no paper containing an entry of the transaction under enquiry could be found.

Do the accounts for that year appear to be complete, or defective?—On examination, they appear to me to be complete.

One of four sheets of Unweer Ally Khan's account, found in the Dewanee department, in which a credit is given to Gopaul Row for pagodas 35,000, being shewn to the Deponent, he is asked, Whether he perceives an erasure in the entry referring to Gopaul Row?—I do.

Was it customary for accounts, with such erasures, to be sent by Aumils to the Durbar?—It frequently happened that accounts came to the Durbar with such erasures.

(Signed) Tirmul Row.

Signed before us the 29th day of October 1808.

(Signed) S. T. Good,
Henry Russell.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Arnachella Row, on oath; taken July 15th 1808.

(No. 100.) Enclosure.

WHAT is your present mode of life?—I live by borrowing, and have no employment.

How long have you done so?—About three months.

Do you know a man of the name of Anund Row?—I know a man by that name who was employed by Colonel Barrett.

How long have you known him?—I first became acquainted with him about twelve years ago, at Chillambrum; I again saw him at Madras shortly before the death of Omdut ul Omrah, about the year 1800, from which period I believe he has generally continued at Madras.

Where was he in the intermediate period between your first seeing him at Chillumbrum and your seeing him at Madras, about 1800?—I cannot speak positively; but I heard that he was employed at Manargoody.

Did you hear also by whom he was employed?—I heard that he was in the service of Avadanum Paupia.

Where

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trial (at Madras) for perjury.

Bengal Pub. Cons. (No. 100.)

Where was he before he was in the service of Paupia?—I heard he was at Chillumbrum.

How far is Chillumbrum from Madras?—About one hundred and twenty miles.

When did Anund Row enter the service of Colonel Barrett?—About two months after Colonel Barrett got his Jagheer.

Can you either read or write Persian?—No; I cannot.

In what service have you been employed at Madras?—For ten or eleven months, in the year 1800 and 1801, I was in the service of the Nabob; when he died, I entered Reddy Row's service, and remained with him till about a year ago.

What was the nature of your employment?—It was quite of a general nature; I was employed to transact business with Soucars, and occasionally to write Malabar and Hindoo papers, and to do any thing else that I was desired.

What was your pay?—While I was with the Nabob, I had 50 rupees a month, and with Reddy Row, at first I received four and afterwards 7½ pagodas a month.

Why did you leave Reddy Row's service?—We did not agree.

Did you ever hear of a Bond, in the name of Gopaul Row? I have.

State what you know regarding it.—About five years ago, I was at Reddy Row's house one morning; Beem Row, Anund Row, and Reddy Row were in the same room at the time; I saw Anund Row write a Bond on a paper to which a seal had been previously affixed; Reddy Row took the paper out of a box, and desired Anund Row to make out on it a Bond, in the name of Gopaul Row, for 38,500 star pagodas. Anund Row wrote the body of the Bond with one pen and put the byze to it with another.

When Anund Row wrote the byze, had he any paper before him from which he appeared to copy it?—No; he wrote it freely, without apparently studying or copying it from any other paper.

After the Bond was written, did you examine it particularly?—No, I did not; we were all four sitting near to each other, and I saw the Bond only in Anund Row's hand.

If you were to see that Bond again, should you know it?—I cannot read; how therefore should I be able to recognize it.

When you saw Anund Row write the Bond, as you have described it, were you in the service of Reddy Row?—I was.

When the Bond was finished, what became of it?—Anund Row gave it to Reddy Row, who put it in his inkstand.

What was the reason of your being in the room when the Bond was written?—I was accustomed to attend Reddy Row on all occasions, and I went to him that day as usual.

Did Reddy Row say any thing to you at the time?—No; he did not.

Did he not ever enjoin you to conceal what you had seen?—No; could he suppose I was such a child as to reveal a transaction of that nature.

Then you knew at the time that the transaction was an improper one?—Certainly, I did.

When did you first reveal your knowledge of this transaction?—To the Committee, which lately set by order of Government.

Do you know a person named Lloyd?—I do.

Was Anund Row in the habit of attending at Reddy Row's, in the same way that you were?—Yes; he, Bheem Row, and I, were all in Reddy Row's service, and were all equally in the habit of attending him constantly.

Did you not mention the transaction you have now revealed to Mr. Lloyd, before you were called before the Committee?—Not this transaction particularly; I merely told him in general that many Bonds had been forged.

When you saw Anund Row write the Bond in question, did you see him write any other paper?—No; he did not write any other paper at the time.

At what time of the day was the Bond written?—About nine o'clock in the forenoon.

Did Anund Row enter the Nabob's service before you, or after?—About a month or two after me; Anund Row entered the service of Colonel Barrett.

(Signed) Arnachilla Row.

Signed before us this 16th of July 1808.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Beem Row, on oath; taken this 15th July 1808.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons: (No. 101.) Enclosure.

WHAT is your present mode of life?—I have now no employment; I borrow money, and by that means support myself.

Do you know Reddy Row?—I do.

How long have you known him; and were you ever in his service, and how long?—I have known Reddy Row for ten years. I was employed by him for eight years at different salaries, sometimes four pagodas and sometimes 7½ pagodas per mensem.

When did you quit his service; and what was the cause of your quitting it?—It is now four months since I quitted his service; he was displeased with me, and I quitted of my own accord.

Do you know a person of the name of Annunda Row, who was in the service of the late Nabob Omdut ul Omrah?—I do not know any person of the name of Anunda Row who was in the service of Omdut ul Omrah; I knew the brother of Reddy Row.

What person of the name of Annunda Row do you know?—I know a person of that name in the service of Reddy Row.

Do you know whether that person was ever in the service of the late Nabob Omdut ul Omrah?—I do not.

How long have you known that Annunda Row?—Nine years.

Where has Anunda Row lived during that period?—At Madras.

Can you read and write the Persian character?—I cannot.

Can Annunda Row write Persian?—He can.

Did you ever see him write; and on what occasion?—I have seen him write often.

Would you know his hand-writing, if you were to see it?—Annunda Row writes several sorts of hands.

When you lived with Reddy Row, was Annunda Row in the habits of coming to Reddy Row's house?—He was.

Did you ever see Annunda Row write any thing at Reddy Row's house?—I have seen him write many things at Reddy Row's house.

Do you recollect the nature of the papers which you have seen him write?—Anunda Row used to write accounts.

Were you present on the occasion of his drawing out a Bond by Reddy Row's directions?—I was.

What sort of a Bond was it, and for how much money?—I saw Anunda Row writing on a piece of paper on which there was a seal.

What was the purport of the writing?—I saw him write a Bond as from the Nabob Omdut ul Omrah to Gopaul Row, for star pagodas 38,500.

How did you know that the Bond was to that purport, and for that amount?—I and Arnachella Row were sitting down with Anunda Row and Reddy Row, and I heard them talking about the Bond.

At what hour of the day was the Bond prepared?—About 10 o'clock in the morning.

How came it that Reddy Row admitted of your being present at the forging of a Bond?—I was always employed by Reddy Row, and he therefore suffered me to be present.

What sort of a seal was on the paper on which the Bond was written?—It was Omdut ul Omrah's seal, and of a square form.

Did you see the seal affixed to the paper?—I did not.

How came you then to know that it was Omdut ul Omrah's seal?—I know Omdut ul Omrah's seal.

Do you know what date was affixed to the Bond?—I do not recollect.

Was there any signature affixed to the Bond by Annunda Row?—Annunda Row put a beiz at the bottom of the paper.

Did he put the beiz with the same pen as that with which he wrote the body of Bond?—With the same pen.

Did you ever disclose the knowledge of this transaction, and to whom?—I told Mr. Light eight days ago.

Did you never inform any body else?—I told Mr. Lloyd some time ago, about four months.

(Signed) Beem Row.

Signed before us this 16th of July 1808.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 102.) Enclosure.

Copy.—To the Commissioners for investigating the Carnatic Debts.

Gentlemen,

IN reply to your letter of this date, we have the honour to inform you, that after an attentive examination of our books for the year 1797, we have not been able to find any sum of pagodas 15,700 received from Doctor Conolly.

In that year we had many receipts and disbursements on account of the Nabob, and as it is possible the sum specified in your letter may have been composed of several payments, if you think it be likely to afford any light to the subject of your investigation, one of our partners will with pleasure attend at your office, with our ledger and receipt book of the year 1797, to-morrow, or any other day you may appoint.

We remain, &c.

Beach Buildings, July 13th 1808. (Signed) Fs Lautour & Cº.

A true Copy. (Signed) Henry Russell.

DEPOSITION of George Arbuthnot, Esquire; taken on oath the 16th day of July 1808.

(No. 103.) Enclosure.

REDDY ROW, a claimant before us on a Bond for 38,500 pagodas, has stated in his Deposition, that the following sums, composing part of the money secured by this Bond, were paid by Dr. Conolly, about the under-mentioned dates, to the house of Lautour and Cº, in part payment of an advance which had been previously made by them to enable the Nabob to complete his kists to the Company:

25th July 1797, -	pagodas 3,300	30th July 1797 -	pagodas 2,000
26th ditto - - - - -	5,400	26th August - - - -	5,000

Will you be so good as to refer to your books, and inform us how far this statement of payments appears to be correct?—There does not appear to be any entries of those amounts in the name of Dr. Conolly; but it appears by our current with Mobarik Jung Ansim Khan, who was the Dewan of the late Nabob Omdut ul Omrah, and with whom at that time we had large money transactions, I believe on account of the Nabob, receipts for sums equalling those amounts are entered between the 25th of July and 26th of August; viz.

On the 26th July - - -	3,300	On the 31st July - - -	2,000
On the 28th ditto - - -	7,400	On the 26th August - -	5,000

with an excess in one instance, viz. on the 28th July, of 2,000 pagodas.

The general list of receipts of money by the house of Lautour and Cº, found amongst the records of the Durbar, being explained to the Deponent, he is requested to compare the amounts specified in that list with the amounts actually specified in the books?—The entries in the books, of money received on account of advances made to Mobarick Jung, are as follows:

	Pagodas.		Pagodas.
On the 22d July 1797 -	900	On the 5th August -	385
On the 22d - Dº -	5,200	Dº - Dº - - -	615
On the 26th - Dº -	3,300		—— 1,000
On the 28th - Dº -	7,400	On the 16th - Dº -	5,000
On the 31st - Dº -	2,000	On the 18th - Dº -	400
On the 3d August -	1,650	On the 19th - Dº	2,425
On the 4th - Dº -	1,000	On the 22d - Dº -	1,915
On the 5th - Dº -	500	On the 23d - Dº -	500
On the 6th - Dº -	1,500	On the 26th - Dº -	5,000
On the 11th - Dº -	1,840	On the 27th - Dº -	500
On the 15th - Dº		On the 5th September -	199

Supposing the sums mentioned in the Deposition of Reddy Row to have been sent to your house through Dr. Conolly, as stated by him, is it probable, from the mode in which your accounts were kept, that the name of Dr. Conolly would have appeared in your books?—If the money was sent, as stated by Dr. Conolly, it is probable that some specific direction would have been given to whose credit to bring it; and conceiving that the Nabob's minister, Mobarick Jung, was a person who could be more easily rendered responsible than the Nabob himself, the house of Lautour and Cº were, I understand, for that reason accustomed to keep the accounts in his name. If, therefore, Dr. Conolly had stated, when he sent the money, that it was on account of the Nabob, it is very likely that it would have been placed to the credit of Mobarick Jung; indeed it appears that a receipt for the portion of one of these sums, viz. that for 1,840 pagodas, was actually sent to Dr. Conolly.

Does there appear in your books any entry of an advance of 55,000 pagodas to the Nabob, about the month of June 1797?—On reference to the books I cannot find any such entry of the specific sum of 55,000 pagodas, but there are two entries on that date, of cash paid to Mobarick Jung, viz. one entry of pagodas 28,130, and the other for pagodas 85,323. 15. 64.

July 16th 1808. (Signed) George Arbuthnot.

A true Copy. (Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 104.) Enclosure.

Copy.—Further DEPOSITION of Anachella Row; taken on oath, this 16th day of July 1808.

DO you recollect in what part of the blank paper the seal was placed in which Annund Row wrote the Bond in the name of Gopaul Row?—The seal was a little below the centre of the paper.

Whilst Anunda Row was writing the Bond, did Reddy Row say any thing to you; and if he did, what was it?—He said nothing to me at the time, but afterwards gave me some general orders on the subject.

Do you think it was more or less than five years ago that Anunda Row wrote the Bond?—I do not recollect the precise time, it may have been a month or two more or less than five years ago.

Do you recollect the month in which it was written by Anunda Row?—I do not.

Anunda Row being confronted with the Witness, he is asked if he knows Anunda Row?—I know him; he is the Anund Row of whom I have been speaking.

When the Bond was written by Anund Row, did Reddy Row dictate the terms of it, or did Anund Row write it of his own accord?—Reddy Row said to Anunda Row, "You have got a rough draft of a Bond in the name of Gopaul Row, do you copy it."

Was that rough draft prepared then, or before?—It had been prepared before.

Did you see it prepared?—I did not.

Who produced the rough draft?—When I first went into the room where Anund Row and Reddy Row were sitting, the rough draft of the Bond was upon a couch by the side of Anund Row.

Upon what sort of a piece of paper was the rough draft written?—Upon a piece of coarse paper, about the size (as the witness describes) of a quarter of a sheet of post paper.

On what sort of a piece of paper was the Bond written?—On fine paper, rather larger than the rough draft.

Had the rough draft a seal to it?—No.

Did you and Beem Row go together to the house of Reddy Row the day on which the Bond was written by Anund Row?—I went first, and Beem Row came shortly after.

Had the writing of the fair Bond commenced before Beem Row arrived?—It had not; it was written shortly after Beem Row's arrival.

Before the writing of the Bond, was there any other transaction?—None; we were conversing generally.

Were you sitting down, or standing?—I sat in a chair.

Had you any previous knowledge of the intention of Reddy Row to forge a Bond in the name of Gopaul Row?—I had no previous notice of any such intention.

Did Reddy Row explain his reason for causing the Bond to be drawn out in the name of Gopaul Row?—No; but Reddy Row had an account by him, made out in the name of Gopaul Row, which he had himself prepared in Hindewee the day before.

Were you present when he prepared that account, or not?—No; I was not.

How then do you know that Reddy Row prepared it the day before?—By the term which I used I did not mean the previous day exactly, but some former day.

When did you first see that account?—I saw it for the first time on the day the Bond was written.

How do you know that the account was in the name of Gopaul Row?—It was in Hindvee, which I can read; and I was near enough to read it as it lay on Reddy Row's inkstand, which stood on the couch on which Reddy Row sat.

Did you read the whole account?—No; the account was upon two sheets, each about a cubit long, and I read that part of the account only which was uppermost, so the account was doubled.

After

No 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub, Cons.

After the Bond was written, did the parties who were present at the writing of it remain, or did they separate and go away?—We remained conversing for a short time, and then went away.

In what part of Reddy Row's house were you sitting, when this transaction took place?—In the Dewan Khana, or large hall.

Was there any curtain in that room?—At that time there was no curtain.

(Signed) Anachella Row.

Signed before us this 16th of July 1808.

(Signed) S. T. Goad.
Henry Russell.

A true Copy. (Signed) Henry Russell.

Copy.—Further DEPOSITION of Bheem Row, on oath; this 16th day of July 1808.

(No. 105.) Enclosure.

DO you recollect in what part of the blank paper the seal was placed on which Anund Row wrote the Bond in the name of Gopaul Row?—Near the place where the amount is stated.

The amount of a Bond in Persian is usually stated at the top and at the bottom, whereabouts was the seal on the blank paper on which Anunda Row wrote the Bond?—Near the middle of the paper.

Whilst Anunda Row was writing the Bond, did Reddy Row say any thing; and if he did, what was it?—Reddy Row directed Anunda Row to write the Bond, but said nothing more.

Did Anund Row write the Bond of his own accord, or did he look at any thing and write it?—Accounts and papers were near, but I did not see Anunda Row copy from any particular paper.

How long ago is it that Anund Row wrote the Bond in your presence?—About five or six years ago; but not more than six years ago.

Upon what was Anunda Row sitting, when he wrote the Bond?—He wrote the Bond sitting on the ground.

On what was Reddy Row then sitting?—On a couch.

At the time of writing the Bond, was you sitting or standing?—I was sitting at a little distance from Anund Row, on the ground.

Where was Arnachella Row sitting at the time?—He was sitting near me, on the ground.

Did you and Arnachella Row go together, to Reddy Row's house?—We did not go together; Arnachella arrived a little after me.

From the situation in which you were sitting, if there had been any written paper on the ground, could you have read it?—I could not. [The witness points out a distance, which, on measuring, proves to be about seven yards; and says], I was so far from any papers, and therefore could not read them.

Was Arnachella Row sitting nearer the papers than you?—He was sitting near me; but occasionally got up, and went in the direction of the papers; but, sitting near me, he could not read the papers when sitting; and I did not observe him read the papers when he rose.

What quantity of papers did there appear to be?—The Witness, [holding his hands about five inches asunder,] said, There were as many papers in Reddy Row's inkstand as could be comprized in that space.

What kind of a kulumdaun, or inkstand, was Reddy Row's?—The Witness points to a box on the table, about fixteen inches by twelve, and says, That Reddy Row's inkstand was a little smaller than that box.

Were the papers which you saw within the box, or without it?—Some were in the inside, and some on the outside.

Was the inkstand on the ground, or where?—It was on a couch.

Were the papers which were out of the box on the ground, or on the couch?—Some were on the couch, and a few were on the ground, before Anund Row.

When Reddy Row directed Anund Row to write the Bond, did he make any allusion to a rough draft already prepared?—I did not hear any allusion to a rough draft of a Bond, nor did I see one.

In what part of Reddy Row's house was the Bond written?—In the Dewan Khana, or large hall.

Was

Was there a perdah or curtain in Reddy Row's house?—There was a curtain the length of the room, and it was let half down.

After the Bond was written, how long did you remain at Reddy Row's house?—About an hour, or an hour and a half.

Did you and Arnachella Row leave Reddy Row's together, or not?—I went away first, and Arnachella followed shortly after, and joined me.

Anunda Row being pointed out to the Witness, he is asked, If that is the person who wrote the Bond?—He is the man.

Did you hear from Reddy Row, before the day on which the Bond was written, of his intention to prepare a Bond in the name of Gopaul Row?—I did not.

Did Reddy Row enjoin you to secrecy?—No; he did not.

Were the papers which were on the ground, near Anund Row, near enough to enable Arnachella to read them?—No; they were not.

The Witness again points out the distance at which the papers were, which is about seven yards.

Do you know when Anund Row entered the service of the Nabob?—He entered the service of Colonel Barrett in 1210 Fuslee, about ten months before the death of the Nabob Omdut ul Omrah. I do not know that he was ever in the service of the Nabob.

Signed before us this 16th day of July 1808.

S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

Copy.—Further DEPOSITION of Anund Row; taken on oath on the 16th July 1808.

YOU said, on your former examination, that you were entertained in the service of the Nabob Omdut ul Omrah in the year 1206 Fuslee, at a salary of 40 rupees per month, and that you served under Anund Row; on searching the list of servants entertained by the Nabob in that year, your name cannot be found; from whom did you receive your pay?—I received my monthly pay from the hands of Anund Row. In 1206 I was attending upon Anund Row, in the hopes of employment; on his proceeding to Arcot he entertained me at a salary of 40 rupees, and presented a Suwal to the Nabob on the subject, and the Nabob affixed his beiz thereto.

Do you know why your name was not inserted in the lists of servants entertained by the Nabob that year?—I do not; and never spoke to Anund Row on the subject.

Were there any other writers under Anund Row at the time you served under him?—There was Narain Row and Jehaz Vencat Row.

Where is Jehaz Vencat Row?—He has been dead these two years.

You stated in your evidence given on a former day, that you wrote the Bond in the name of Gopaul Row whilst sitting in Colonel Barrett's room, where you were accustomed to sit; it appears you were not directed to attend upon Colonel Barrett till 1209 Fuslee, how therefore could you be accustomed to sit in his room in 1208, when you declare that you wrote the Bond?—I was not specifically appointed to attend Colonel Barrett until the year 1209. The cause of my being accustomed to sit in his room at the time I wrote the Bond was, that I was at that time immediately under Reddy Row, who always transacted his business at the Durbar in the same room as Colonel Barrett.

Did you ever go to Chillumbrum and enter the service of Paupiah Braminy?—I never was in the service of Paupiah Braminy in 1203 Fuslee. I was employed as a Persian writer under Nizamuddeen Ahmud, at Chitput, in 1204. I was dismissed from that situation, and was sent to Chillumbrum, where I was employed in a similar capacity; about five or six months afterwards I was dismissed from that situation, which was given to my uncle; during the remainder of 1204, the whole of 1205, and the greater part of 1206, I was without employment. In the month of Anee of the last-mentioned year I entered the service of the Nabob, under Anunda Row; and on my return from Arcot with him, the Nabob on one occasion paid me my monthly salary of 40 rupees.

Did you ever go to Manargoody or Chillumbrum after entering the service of the Nabob?—After entering the service of the Nabob, I never went to Manargoody;

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 105.)

(No. 106.) Enclosure.

No. 10.

Communications to The Court of Directors. from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

in the end of 1208, I went to Chillumbrum for a month or two, for the benefit of my health, but I performed no duty of any sort whilst there.

(Signed) Anund Row.

Signed before us this 16th day of July 1808.

(Signed) S. J. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

(No. 107.) Enclosure.

Copy.—DEPOSITION of Vissuasoo Vencata Ramia, on oath; taken July 16th 1808.

DO you know Anund Row here present?—I know him.

How long have you known him?—Ten years.

Where did you first see him?—At Chillumbrum.

Where has he been since that time?—He remained at Chillumbrum two years after I first saw him, and from that time to the present he has been at Madras.

In what service has he been at Madras?—In 1800 he entered the service of Colonel Barrett.

At what precise time did you see him at Chillumbrum?—I saw him there between October 1798 and July 1799; I went there two or three times during that period, and always saw him there.

What employments did he hold when you first knew him there?—I had at that time the collection of three Districts under Paupia; Anund Row was employed under me as Peishcar and Seristadar of Manargoody.

What salary had he?—Fifty rupees a month.

How long did he remain in your service?—From October 1798 until July 1799. The Deponent and Anund Row being confronted with each other, Anund Row declared that he did not even know the Deponent by sight; and the Deponent resolutely persisted in his former assertion.

(Signed) Vissevasoo Vencata Ramia.

Signed before us this 16th day of July 1809.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

(No. 108.) Enclosure.

Copy.—DEPOSITION of Appoo Row, on oath; taken July 16th 1808.

DO you know Anund Row, who is now present?—I do.

How long have you known him?—I have known him from his infancy; our families are connected.

Do you know how he has supported himself during the last nine or ten years?—Since the cession of the Carnatic to the Company he has been out of employ, but before that time he was in the service of Colonel Barrett.

In whose service was he before Colonel Barrett's?—He was employed in the Fusley years 1207 and 1208, in the district of Chillumbrum, in the province of Arcot, under his uncle, who was Persian writer; and in 1209, in making the collections of Mannargoody.

Do you know in whose particular service he was during that year?—In Avadanum Paupia's, in the district of Mannargoody.

During those three years did you frequently see him at Mannargoody?—No; I was at Arcot, and speak of his employments from report.

Was Anund Row at Mannargoody until the end of 1209 Fusley?—He was; he did not come to Madras until 1210 Fusley; in what month I do not remember.

How came you to know that Anund Row was in the service of Paupia?—I knew it from general report.

Had you no further authority than report for saying that Anund Row came to Madras in 1210 Fusley?—I speak entirely from report; I was at Arcot, and had no particular means of knowing.

(Signed) Appoo Row.

Signed before us this 16th day of July 1808.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Mr. Thomas Parry, on oath; taken this 20th day of July 1808.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 109.)

MR. Abbot has stated in his Deposition, that you had charge of paying the kists of the late Nabob Omdut ul Omrah to the Company, in the year 1797; and that you can probably furnish information on the subject of Reddy Row's claim; had you charge of the kists in that year; and do you know any thing relative to Row's claim, which is founded on a Bond dated 11th Sutfer 1213?—In the year 1797, I was in the habits of making very large payments to the Company on account of the Nabob's kists. I knew nothing about Reddy Row's claim until I heard of its being brought before the Commissioners; but I know that Reddy Row and his brother Anund Row were employed at a later period by Colonel Barrett, to aid in getting money for the Circar.

Had you exclusive charge of paying the kists for the Nabob during the year 1797?—I paid the kists for Tinevelly, during the whole of the year 1797; for Nellore, I believe also for nearly the whole of the year 1797; for Arcot, I paid the kist of September, and the remainder of the year 1797; I also advanced in the month of June 1797, and paid through my agent at the Durbar, a sum of 22,000 star pagodas, which is stated in account which I have, to be on account of Trichinopoly; four thousand six hundred and twenty nine pagodas, and twenty-one fanams on account of Madras; and a sum of 19,000 pagodas as an advance to assist the Nabob, in consequence of deficiency in the Arcot kists for the month of June 1797; and the sums of money which appear to have been paid by me in that month through Paupiah, amount to about 110,000 pagodas; and it appears that Paupiah gave, on the 15th June, to Lautour & Co. a bill on Chase and Co. for 5,980 pagodas, which I believe was also on account of the kists, leaving a deficiency in the kists, due from the Nabob for that month to the Company, of thirty-nine or forty thousand pagodas.

The agreement which you have exhibited between yourself and the Nabob, by which the charge of the Arcot kists is committed to you, is dated the 1st September 1797; do you recollect how it happened that you made advances in the month of June preceding on account of those kists?—In consequence of the deficiencies in the kists payable to the Company, after a certain sum of money, which, as far as I now recollect, his Highness expected to receive through Major Lindsay, there was still an advance required to make good the kists to the Company, for which his Highness applied for assistance through Paupiah to me, and which assistance we agreed to give him, as we had before been in the habits of doing; understanding, if I recollect rightly, that we were to be repaid from the outstanding balances of the Arcot district for that Fusly year.

Do you know what situation Major Lindsay held under the Nabob?—I believe he was an officer in the King's army; but I do not know that he held any employment or situation under the Nabob.

Do you know whether he had any thing to do in the year 1797 with the payment of the Arcot kists?—I heard that he was in the habit of advancing money in the year 1797, on account of the Arcot kists.

Do you know whether the money expected from Major Lindsay was received by the Nabob, or not?—I believe it was not received by the Nabob.

Do you know how that deficiency in the Nabob's receipts was supplied?—As far as I can call to my recollection, it was by a loan negociated by Dr. Conolly, on the security of either himself or Mobarick Jung, commonly called Assim Khan, or, on their joint security, from Messrs. Lautour and Co. or from Mr. de Souza, I cannot say which, but probably from Lautour and Co.

Do you know in what manner, and when the advance above mentioned made by Lautour and Co. was repaid, and how much that advance amounted to?—I think I may be able, on investigation, to give information which may tend to elucidate that point, if you will give me time to make the investigation, and communicate to me all the particulars of Reddy Row's Claim. (Reddy Row's Deposition is accordingly shewn to the Deponent.) I think it probable, that had the payment which Reddy Row states to be the foundation of his Claim been made on account of the Arcot kists, that such a payment most likely would have come to my knowledge, as I have at present some reason to think that the advance made by Dr. Conolly, or Assim Khan, as above mentioned, being about 39,000 pagodas, was repaid in another manner;

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

manner; and as such payment might perhaps have been made from a collection or anticipation of the revenue of the Arcot district, the kists of which I began paying in the month of September. (Signed) Tho' Parry,

Sworn before us, July 22d 1808.

(Signed) W. Parker,
S. T. Goad.

The Deponent attending stated, that on reference to his papers he finds that two notes, amounting to 39,000 pagodas, granted by the house of Chase and Co. and dated on or about the 20th June 1797, were delivered by Paupiah to Lautour and Co. which may probably be for the advance made by that house through Dr. Conolly, as above mentioned. (Signed) Tho' Parry.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Narasinga Row, son of Ramkishen Pundit, on oath; taken this 20th day of July 1808.

(No. 110.) Enclosure.

HAVE you ever held any employment in the Durbar, and how long?—I was a Mootsuddee in the Zukheerah or Provision department, from 1198 Fuslee to the present time, and am now in the receipt of 10 rupees per mensem from the present Nabob.

Have you any knowledge relating to the Dustgurdan and Khazana departments in the Durbar?—I did not belong to those departments, how should I be acquainted with them.

Have you any information which can guide you, in forming a judgment as to the authenticity or spuriousness of any particular Bonds out-standing against the Nabobs Wallajah and Omdut ul Omrah?—I have been in the habits of attending upon Mr. Abbott for several years past, and I have been protected and supported by him. Whenever Nabobs' Bonds have been brought to him for sale, I have given him my opinion of them as to their genuineness or otherwise; which opinion has been founded principally upon a knowledge of the hand-writing of the persons in the Nabob's service, who were generally employed to write Bonds; and I sometimes judged of the spuriousness of the Bonds from the tenor of them, which was different from that in which true Bonds were usually written.

What persons were employed generally at the Durbar to write Bonds during the period of your service?—Khoobchund Muckhum Loll, Kishen Chund, and Vencat Row, and Megraj, were writers of Bonds, whose hand-writing I was acquainted with; and besides them I have heard Soonder Row, Appajee Row, and others, used to write Bonds, but with their hand-writing I am not acquainted.

The Bond in the name of Gopaul Row being shewn to the Witness, he is asked, Whether he has any reason to know whether it is a genuine Bond of the Nabob Omdut ul Omrah, or not?—This Bond is not in any hand-writing which I know, and the Bonds which I have recognized as genuine, have never contained the words, "*benaberi zuroorut karikhood*," or, in English, "on account of the necessity of my affairs;" and the expression at the bottom, "*een tumussook wapis girifte Khahud Shood*;" or, in English, "this Bond will be taken back," are not usual in the Bonds which I have considered genuine.

Did you ever see this Bond before the present time?—Never.

Do you know that this Bond is included in a list of Bonds supposed to be spurious, transmitted to us by Mr. Abbott, who had stated in his evidence, that he derived his information respecting those Bonds, in general, from you?—I do not know that it is in the list, but on its appearing in the newspaper, Mr. Abbott asked whether I knew any thing about this Bond, and I told him that it was reported to be a suspicious one, but that I did not know any thing about it, except from report.

Are you acquainted with the system of keeping the Dustgurdan and Khazana accounts, or not?—I do not know the system which prevails in those departments, but on seeing the accounts I could understand them.

Do you know whether every sum borrowed was invariably entered in the Khazana accounts, or whether money was ever borrowed in such a manner as not to appear in those accounts?—All loans of money were entered in the Khana accounts, as I understand; I did not myself see the accounts.

(Signed) Nara Singa Row.

A true Copy. (Signed) Henry Russell.

No 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 111.)

Copy.—DEPOSITION of Apoo Row, Writer; taken on oath, 20th July 1808.

ARE you accquainted with Anund Row?—Yes.

How long have you known him?—Seven or eight years.

Where was he when you first knew him?—At Chelumbrum.

Had he at that time any employment at Chelumbrum?—He was without employment at that time.

Did you first see him before or after the death of the Nabob Omdut ul Omrah?—I first saw him in the life-time of the Nabob Omdut ul Omrah.

On what business did you go to Chelumbrum?—I was in the service of Avadaunum Paupiah, who had a mortgage of the Talooks of Manargoodee and Bhowanygeree.

Was Anund Row to your knowledge ever in the service of Paupiah?—He was not during the time I served Paupiah.

How long were you in the service of Paupiah?—I served him in the Talooks before mentioned, for a year, when I went home for ten months; after the expiration of which, I returned, and served him for another year, but I cannot recollect the date of these years.

Whilst you were in Paupiah's service, who was the Peishkar and Sheristadar of Manargoodee?—For some time I was Peishkar, afterwards Vetul Row, and after him Vencata Row was Peishkar; I do not recollect who was Sheristadar.

Do you know how long Paupiah had the districts you have mentioned in mortgage?—For three years, but what years I cannot say.

Who was the Peishkar of Bhowanygeree?—Dhoondoo Pundit was Peishkar for about a year, and after him Bhowaney Shunker Row had the management of all the three Talooks.

What was the name of the third Talook, and who was the Peishkar of it before Bowaney Shunker?—Chellumbrum was the Talook, and Vencata Row, I recollect, to have been one of the Peishkars of it.

Were you in the service of Paupiah during the whole period of his possession of those Talooks in mortgage?—I was, with the exception of about ten months which I passed at my home.

Do you know Konaree Row?—I found a person of that name in Talook Chellumbrum in the capacity of Aumeen, on my return from my house.

During how long a period did you see Anund Row at Chelumbrum?—For two or three months.

(Signed) Apoo Row.

A true Copy. (Signed) Henry Russell.

DEPOSITION, on oath, of Vencata Row, son of Kishen Row; taken this 20th day of July 1808.

(No. 112.)

ARE you acquainted with Anund Row now present?—I am.

How long have you known him?—I have known him for twelve years.

Do you know where he was ten years ago?—I have heard he was at Chillumbrum, but I do not myself know where he was. He afterwards came to Madras.

Have you ever been in the service of Anwur Ally Khan, renter of Arcot?—I was in his service at Arcot, as a writer of letters, during 1205, 1206, and eight months of 1207 Fuslee.

During the whole of your service, was Anwur Ally Khan renter of Mahomedpore?—Anwur Ally Khan was renter of Mahomedpore for two or three months during the period above mentioned, commencing with the last ten or eleven days of the year 1206 Fuslee.

Were you present when Anwur Ally Khan's accounts of his collections were made up?—I was not.

Who was Anwur Ally Khan's serishtadar?—Wasya Anund Row, but I do not know whether he is now alive or not.

When did Anund Row come to Madras?—In 1210 Fuslee.

Did he get any employment when he came to Madras?—He entered the service of Colonel Barrett.

(Signed) Vencata Row.

A true Copy. (Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

Copy.—DEPOSITION of Anund Row, on oath; taken 20th July 1808.

THE Telinga papers produced by Mr. Light, and marked (A), being shewn to the Witness, he is asked, Whether those papers are in his hand-writing?—No part whatever of those papers is written by me.

(Signed) Anund Row.

Signed before us this 20th of July 1808.

(Signed) S. T. Goad,
W. Parker.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of J. Batley, Esq. on oath; taken this 20th day of July 1808.

(No. 114.)

ANUND ROW, who gave evidence on a former day, being pointed out to the Deponent, he is asked, Whether he knows him, and how long he has known him?—His name is Anund Row, but I cannot recollect exactly how long I have known him, but I remember to have seen him frequently at the Durbar in Colonel Barrett's office.

Do you recollect about what period you first saw him at the Durbar?—To the best of my belief, I saw him at the Durbar two or three years before the death of the late Nabob.

Do you know what employment he held at the Durbar?—I do not; I have seen him in Colonel Barrett's office writing; I observed that Anund Row usually sat on the ground near Reddy Row.

Do you know whether Anund Row was at that time a public servant of the Durbar, a private servant of Colonel Barrett's?—I did not know at that time, but I have since had occasion to know that he was a public servant of the Durbar, as his Ismnaveysee or entry chit was shewn to me, and his name was included amongst those to whom arrears of pay were due.

(Signed) John Batley.

Sworn before us this 20th of July 1808.

(Signed) W. Parker,
S. T. Goad.

Since your Examination on a former day, the Claimant Reddy Row has stated, that after the death of Omdut ul Omrah, and the accession of the present Nabob, some papers, on which his claims are founded, were shewn to the present Nabob; were you present at any such transaction, and what passed at the time?—A few days after the present Nabob's accession to the Musnud, Reddy Row produced a bundle of papers to his Highness in a bungalow called the Roshun Chokee, and told the Nabob that they contained claims upon the late Nabob. The Nabob desired him to take them to the office and to shew them to me, saying that he would do any thing that lay in his power to assist Reddy Row. Reddy Row accordingly brought the papers to the Office, and shewed them to me. I found they contained several Bonds and Enoyutnamahs, in the names of several Soucars of Madras, but I did (A.) not observe any in the name of Reddy Row. There was one in favour of Gopaul Row, which appears to be the Bond now in question; and at that time I conceived Gopaul Row to be a Soucar, and I made no enquiry who he was; some of the Bonds were in the names of persons with whom I was personally acquainted, and I observed the Nabob's seal and signature to them, which were fresh then in my memory, and I concluded that they were substantial Bonds; and after seeing them, I simply reported to the Nabob, that the papers which Reddy Row had produced, were Bonds of the late Nabob in favour of several persons, and papers appertaining to them. About three or four years ago the Bond in question was sent to me by an English gentleman of the Settlement, for my opinion as to its authenticity, as I have before stated in a former Deposition. At the time the Bond was sent to me, I did not know that Reddy Row had any personal concern in it, nor did I recollect having seen it before, until I carried it to the Durbar, and shewed it to Reddy Row, and had seen the papers in confirmation of it, when Reddy Row reminded me that I had seen it amongst others which he had produced to the present Nabob a few days after his succession.

To what circumstance was it owing that you did not before give us the information which you have now given, as to having seen the Bond in the name of Gopaul Row,

a few days after the death of the late Nabob?—A. No questions were asked me as to that circumstance, and I confined my answer to the question put to me, not adverting at that time to the circumstance which I have now related; but if I had been asked, I should certainly have mentioned it.

I recollect another circumstance, which happened shortly before the death of the Nabob. The house of Lautour and Co. had previously delivered in some accounts of their transactions with the Nabob; a dispute arose with respect to the balance of those accounts, and the Durbar people made out accounts to rebut an account current of that house under date the 31st December 1797, which account had before been closed, and fresh transactions entered into. In the Durbar account, by way of making a set-off to a charge in the accounts of Lautour and Co. for advances made by them on the 15th June of that year, a number of receipts of Lautour and Co. were produced by Appajee Row, the then Mushruff of the Treasury, who is since dead; the amount I do not recollect. Those receipts were again produced to me, when I carried the Bond in question to the Durbar to make enquiry regarding its authenticity.

(Signed) John Batley.

Mr. Batley states, on the 9th of November 1808, that in stating as above (A) that he did not observe among the Papers produced by Reddy Row to the Nabob, any Bond in the name of Reddy Row himself; he meant to express, that he did not, at the time, recollect any such Bond. He now states that he does, on recollection, remember a Bond in the name of Reddy Row for a small sum, the amount of which has escaped his memory.

(Signed) John Batley.

Signed before us this 9th day of November 1808.

(Signed) W. Parker,
Henry Russell.

A true Copy. (Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons (No. 114.)

Copy.—DEPOSITION of Nursimacharee, son of Sreenavas Acharee, on oath; taken this 21st July 1808.

(No. 115.)

DO you know Anund Row now present?—I do.

How long have you known him?—I have known him since 1207 Fuslee.

In what capacity did you know him in 1207 Fuslee?—I was Astrologer to Seiful Mulk in 1207, and his Talook of Sutteenut was also in my charge; and I was in the habits of going to Roy Anund Roy and Reddy Row on business, and on those occasions I used to see Anund Row with them.

Do you know in whose service Anund Row was at that time?—I considered him to be in the service of the Nabob.

How long did you see Anund Row at Madras after first seeing him in 1207?—I have seen him constantly at Madras ever since, with the exception of a month or two at different times, when he went to his village.

Signed before us. (Signed) Nursimacharee.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Subaputty Row, son of Sham Row, on oath; taken this 21st day of July 1808.

(No 116.)

WERE you ever in the service of the late Nabob Omdut ul Omrah?—I never was. I was in the service of Abdul Cader Khan, the nephew of the late Nabob Wallajah.

Do you know Anund Row now present?—I do.

How long have you known him?—For twelve or thirteen years.

Do you know what situations he has held during that period?—He was employed first under Roy Anund Row, and afterwards under Colonel Barrett.

Do you know when he was first employed under Roy Anund Row?—In the year 1206 Fuslee; and he continued under him during 1207 and 1208.

Whilst serving under Roy Anund Row, do you know from whom he received pay, and how much?—I have heard he received 40 rupees per month from the Durbar.

Did you see Anund Row frequently at Madras, during the years 1206, 1207, and 1208, or not?—I saw him frequently during those years at the Durbar; and he came occasionally to the office in which I was employed under Abdul Cader Khan.

Do

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 117.)

Do you know in what year he was employed first under Colonel Barrett?—Either in 1208 or 1209 Fuslee.

(Signed) Subaputty Row.

Signed before us,

(Signed) W. Parker,
S. T. Goad.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION, on oath, of Reddy Row, son of Kishnajee; taken this 21st day of July 1808.

DID you ever hold any employment under the late Nabob Omdut ul Omrah?—I was employed as a writer in the Dewanny department during the life-time of Wallajah; and continued in that employment until the death of Omdut ul Omrah.

During the period of your service did you know a writer of the name of Anund Row; and if you did, when did he enter the Nabob's service?—I did know Anund Row; he became a servant of the Nabob in 1206 Fuslee, when Anund Row, the brother of Reddy Row, Serishtadar, went to Arcot.

Do you know when Anund Row, who accompanied the brother of Reddy Row to Arcot, returned from thence?—He went in the close of 1206 Fuslee, and returned after about two months had elapsed of 1207 Fuslee.

Do you know what salary Anund Row received from the Nabob on his first appointment?—His salary was fixed at 40 rupees per mensem.

After returning from Arcot, in what duty was Anund Row employed, and under whose orders?—He was employed under the orders of Anund Row deceased, and Reddy Row his brother; and he wrote whatever they desired him to write.

After his return from Arcot, did you see Anund Row, now present, frequently, and for how long?—I saw Anund Row frequently at the Durbar with Anund Row deceased, and Reddy Row, until he was directed to attend upon Colonel Barrett.

Did you ever see Anund Row receive his salary of 40 rupees per mensem, and from whom did he receive it?—I never did see him receive his salary.

Who was the Bukshee to the late Nabob in the years 1206, 1207, 1208, and 1209 Fuslee?—Rama Row and Bunajee Row.

Do you know any other circumstances which attended the appointment of Anund Row to attend upon the late Anund Row when he went to Arcot?—I know nothing further than that he went to Arcot with the late Anund Row and that I also accompanied them; and I returned with them. On the death of Anund Row in 1210, the Anund Row now present remained with Reddy Row.

During the whole period that Anund Row was under the late Anund Row, did you sit at your duty in the same room with him, or not?—I did not sit in the same room with him, but in the same building.

(Signed) Reddy Row.

Signed before us,

(Signed) W. Parker,
S. T. Good.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION, on oath, of Narain Row; taken this 21st of July 1808.

(No. 118.) WERE you ever in the service of the Nabob Omdut ul Omrah?—I was entertained, towards the conclusion of the administration of Ameer ul Omrah, as a writer in the Dewanny department; and I remained in that situation until the death of the Nabob Omdut ul Omrah.

Do you know Anund Row now present?—I do.

How long have you known him?—I have known him from the time he went with Anund Row, the brother of Reddy Row, to Arcot, in the end of the year 1206 Fuslee.

Do you know when Anund Row returned from Arcot?—He returned in about two months after leaving Madras in 1206 Fuslee.

At the time he accompanied Anund Row to Arcot, in what capacity did he accompany him?—Anund Row, deceased, made a representation to the Huzoor, and took the Anund Row, now present, with him to Arcot.

What representation did Anund Row make to the Nabob?—Anund Row represented to the Nabob that he was in want of a clever writer to accompany him.

How

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 118.)

How do you know that Anund Row made a representation to the Nabob?—I knew that fact from the situation I held under the Nabob.

Was the representation verbal, or written?—Anund Row laid a written sowal before the Nabob.

Did you see that sowal at the time it was presented?—I did.

Do you know who wrote it?—It is an affair of a long while ago. I think I wrote it; but if I see the paper I can tell.

The paper found in the records of the Durbar, purporting to be a sowal presented to the Nabob, being shewn to the Witness, he is asked whether he knows the hand-writing?—It is my hand-writing.

Did you write the endorsement on the back of that paper?—I did.

Did you write that endorsement on the date which it bears?—I did.

After the presentation of this sowal to the Nabob, was Anund Row's *ismnaveessee*, or entry of his name amongst the public servants of the Durbar, made, or not?—On his return from Arcot, his *ismnaveessee* was made; but when I don't know.

On the return of Anund Row from Arcot, were you in the habits of seeing him frequently; and what was the nature of his duty under Anund Row deceased?—I was in the habit of seeing him daily at the Durbar. He used to sit with Anund Row and Reddy Row his brother, and wrote whatever they desired him to write.

After his return from Arcot, for how many years were you in the habit of seeing him daily?—Almost daily, up to the period of the death of the Nabob Omdut ul Omrah.

Did you ever see Anund Row receive his salary, and from whom did he receive it?—I do not recollect ever to have seen him receive his salary; Rania Row and Banajee Row were Bukshees in the years 1206, 1207, 1208 and 1209.

(Signed) Narain Row.

Signed before us,

(Signed) W. Parker,
S. T. Goad.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Shushgurry Row, son of Cundull Row, on oath; taken this 21st day of July 1808.

(No. 119.)

WERE you ever in the service of Avadaunum Paupiah Braminy, and in what capacity?—I was in his service from the month of Margullee 1208, to the 15th or 20th of Pirtasee 1209 Fuslee, in the capacity of Peishkar of Manargoody.

Who was Aumil of Manargoody at that time?—My brother, Vencat Row.

How came Paupiah to hold the Talook of Manargoody?—The Nabob gave him in farm the Talooks of Manargoody, Chillumber and Bhoonagiree.

In what year was this farm granted?—In the year 1208 Fuslee.

Did you know any person of the name of Anund Row employed in any one of those Talooks as Peishkar, during the period that the farming of them was held by Paupiah?—I did not know any person of that name in the capacity of Peishkar. There was a person of that name, the brother of Reddy Row, who was employed as Musmoodar.

The Anund Row present, being pointed to the Witness, he is asked whether he is the Anund Row who held the office of Musmoodar?—He is not the person.

Did you ever know the Anund Row now present, in the service of Paupiah in any one of those Talooks, in any capacity whatever?—Never. I saw him once at Chillumber during the administration of Nizamuddeen Ahmed Khan in that Talook, but I do not recollect in what year.

Do you know who were the Peishkars of the Talooks Chillumber and Bhooanagiree whilst you were Peishkar at Manargoody?—I do not recollect.

(Signed) Shushgurry Row.

Signed before us,

(Signed) W. Parker.
S. T. Goad.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Abdul Guffar Khan, on oath; taken this 23d day of July 1808.

(No. 120.)

YOU are acquainted with Reddy Row, who was Seristadar to the late Nabob Omdut ul Omrah: were you ever present at a conversation which passed between

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

him and the present Nabob Azeemudowla, respecting his claims upon the late Nabob?—I remember, very soon after the present Nabob ascended the Musnud, Reddy Row waited upon the Nabob with a bundle of papers relating to his claims upon the late Nabob Omdut ul Omrah; the Nabob desired that he would carry them to Mr. Batley for his inspection.

Did you read any of those papers, or not?—I did not.

Did Reddy Row say what sort of papers they were?—Reddy Row said there were Bonds, and other papers relating to them.

Do you recollect whether he mentioned the names of any particular persons in which the Bonds were written?—I do not recollect.

Do you know whether Reddy Row was in the habit of making advances of money to the late Nabob Omdut ul Omrah, or not?—I do not know.

(Signed) Abdul Guffar Khan.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Roy Reddy Row, on oath; taken July 23d 1808.

(No. 121.) YOU have verbally stated to us this day, that a particular communication has lately been made to you by persons on the part of Avadanum Paupiah, and by Avadanum Paupiah himself, relative to the recent Proceedings before us, on the subject of the claim preferred by you, which communication you are desirous should appear in the evidence on the case; you are therefore desired to repeat the circumstances of that communication to us in detail?—Last Saturday night (July 16th) about five minutes after twelve o'clock, Muttees Kishen Row and Mulhar Row came to the door of my house; I called them in, and asked them the cause of their coming to me at that late hour? Kishen Row replied, that provided I would not be angry he would communicate something to me. I said, "why should I be angry? Tell me whatever you may have to say." Kishen Row then told me that a person named Luntajee had come on the part of Avadanum Paupiah, to state to me, that Paupiah wished to call upon me; I answered, that it was very late, and asked, what motive Paupiah could have for coming to my house; I said that he was my enemy, and that I did not wish to meet him. On this, Kishen Row and Mulhor Row said, "what can be the cause of the enmity between you and Paupiah? it is not well that such an enmity should exist; besides, he wishes to come to your house: he is a man of consequence, and it is right that you should see him and communicate with him." I replied, Paupiah had wantonly calumniated me, and had brought false witnesses against me, before the Commissioners; that I would not meet a man of that description. Besides, that if I were to meet him, and the Nabob and Mr. Batley and the Moulovee were to hear of it, they would be angry with me. Kishen Row and Mulhor Row answered, "What you have said is true; Paupiah has calumniated you, but he is now willing, if you will come to terms with him, to agree that he will in an instant remove every cause of uneasiness to you; all the mischief has proceeded from the enmity between you, but he is now coming to your house; hear what he has to say." I said, "Very well, it is now late, you had better go away; if Paupiah wishes to come, let him come." Kishen Row and Mulhor Row then retired, but came back between 4 and 5 o'clock in the morning, and told me that Paupiah was come, and wanted to see me. I said, "Paupiah is of a bad intriguing disposition, and has wantonly brought me into difficulty; I do not know what his real motive may be for coming to me; he is a dangerous man, and on a former occasion involved Mr. Haliburton in difficulty. I am afraid of meeting a man of such a character; I have nothing to expect from him; whatever he had to do, he has done, and whatever he yet has to do, let him go on with it. I trust in God, and have no doubt that the decision of the Commissioners will be an equitable one, why therefore should I meet Paupiah? If I do meet him, he is a man of such foul speech that he will perhaps irritate me to speak violently. You two are come to me from him, and unless you should establish hereafter what may actually pass between us, I may be involved in difficulties." Kishen Row and Mulhor Row said, "What you urge is very true, Paupiah is a dangerous man, and if two other respectable persons, therefore, were present, to witness what passes, it will be as well." I desired them to select any two persons they chose, when they named Soonder Row and Rung Row, as men of good character, and who were moreover in the service of the Nabob, and known to the Commissioners. I then sent for Soondar Row and Rung Row; they came; they asked what I wanted with them? Kishen Row and

Mulhor Row said to them, "Avadanum Paupiah is coming to see Reddy Row, we wish that you, as well as ourselves, should be present, to hear what may pass between them." Soonder Row said, "Paupiah is a man of bad character; I do not wish to witness any thing that he may have to say." I said to Soonder Row, "If you go away I will not receive Paupiah." Kishen Row said to Soonder Row and Rung Row, "We are going to stay, why will you not also stay?" Soonder Row and Rung Row then consented to stay. Mulhor Row went out, and brought in Paupiah with him; Paupiah sat down with me, Kishen Row, Mulhor Row, Soonder Row, and Rung Row being present. After the usual interchange of compliments, Kishen Row said, addressing himself to me and Paupiah, "It is a pity that any enmity should exist between you:" Paupiah, upon this, said, "I did not begin the quarrel with Reddy Row, he began it with me." I asked Paupiah what I had done to begin the quarrel with him? he answered, "About a year and a half ago you prevented the Nabob from buying a jewel, which I wished to sell to him for 10,000 pagodas. Besides, you have asserted, that a large portion of the Bonds I hold consists of interest calculated at an exorbitant rate." "I have heard gentlemen say so." I told Paupiah that all he said was false, and was of a nature exactly similar to the evidence given before the Commissioners that very day by Arnachilla Row and Bheem Row. Paupiah exclaimed warmly, "What! do you mean to place me on a footing with such men as these?" Kishen Row here interposed, and said, that as the meeting was intended to be of a friendly nature, such topics ought not to be discussed. A minute or two afterwards, Paupiah said to me, "If I can do any thing for you, tell me, and I will do it:" I replied, "I want nothing from you." I then gave Paupia beettle, as a signal for him to go away, when he uttered a Sanscrit proverb, purporting, that one word written was better than a thousand spoken verbally. I said, "What circumstances exist between you and me, to require that any writing should pass between us?" Paupia then rose, and retired with Kishen Row, Mulhar Row, Soonder Row, and Rung Row. Early on Sunday morning Soonder Row and Rung Row returned to me, and Soonder Row said, "Paupia proposes to address a Letter to you, containing a statement of the Bonds he holds, to which he wishes you to write an answer, purporting that you will establish the validity of them; if you will consent to do this, Paupia will desire Mr. Light to stop the Charges that have been brought against you, and will prevent Mr. Light and the other persons from going to the Commissioners office." I replied, "I want none of Paupia's friendship, and would rather die than write a word to him; I fear nothing from his Charges. The Commissioners will decide whatever may be right." Soonder Row and Rung Row then went away, and I sent for Kishen Row and Mulhor Row, and asked them what had passed: they said, "What! have not Soonder Row and Rung Row told you?" I said, "They have made a communication to me, were they authorized by Paupia to do so?" Kishen replied, "they were."

(Signed) Roy Reddy Row.

Signed in our presence this 23d July 1808.
(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 121.)

Copy.—DEPOSITION of Nizamoodeen Ahmed Khan, on oath; taken 24th July 1808.

(No. 122.)

REDDY ROW delivered to us a few days ago a Paper, under your seal, containing information connected with his claim, founded on a Bond said to have been granted by the late Nabob Omdut ul Omrah to Gopaul Row; be so good as to state to us what you know on the subject.—I remember, one day in the month of Suffer A. H. 1213, to have been in Colonel Barrett's room at the Durbar, where I had gone on my own private business with Colonel Barrett and Reddy Row, when a conversation took place between them on the subject of Gopaul Row's transactions with the Nabob Omdut ul Omrah, and Colonel Barrett gave Reddy Row three or four papers, which appeared to have been signed by the Nabob, and desired that he would cause a Bond to be prepared in the name of Gopaul Row.

Do you know whether the Bond was written in conformity with that order, or not?—I do not.

Do you know whether at the time of which you speak a person named Anund Row was in the employ of the Nabob, and served under the orders of Reddy Row and his

No. 10.

Communications to The Court of Directors, from the Governor-General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

his brother Roy Anund Row?—I do not know whether Anund Row was in the service of the Nabob or not; but on the day of which I speak he was sitting near some papers belonging to Reddy Row's department, in the same room in which Colonel Barrett, Reddy Row, and I, were.

How came you to know that the person sitting in the situation you describe was named Anund Row?—About the same time of which I have before spoken Colonel Barrett and Reddy Row had frequently occasion to communicate with me about renting the Districts of Allianoor and Wuddiarpollam, and Reddy Row twice or three times sent that very person named Anund Row with messages to me upon the subject, and from that circumstance I obtained what knowledge I had of him.

(Signed) Nizamuddeen Ahamud Khan Behader Nazum Jung.

Signed before us this 24th July 1808.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

(No. 123.)

Copy.—DEPOSITION of Soonder Row, on oath; taken 25th July 1808.

DO you know Avadanum Paupia?—I do.

Have you seen him lately, and where?—I have; I saw him at Reddy Row's house before daylight on the morning of the 17th instant.

Relate what passed on that occasion.—About four o'clock in the morning, Reddy Row sent for me, and when I went to his house I found Rung Row, Kishen Row, and Mulhar Row with him. I asked him what he wanted with me at that unusual hour, he replied, "Avadanum Paupia is coming here, and I wish you to witness the conversation that may take place between us;" soon after Mulhar Row went out and brought Paupia into the room with him. When the usual complimentary enquiries had passed, Kishen Row expressed his regret that any difference should exist between Reddy Row and Paupia; Paupia said "Reddy Row began the quarrel with me, he prevented the Nabob from purchasing some jewels which I wished to sell him, and he has stated before several gentlemen, that a great part of the Bonds I hold are for interest calculated at an exorbitant rate." Reddy Row said, "I neither prevented the Nabob from purchasing your jewels, nor have asserted what you say about your Bonds; but I cannot help observing that there is a great similarity between what you now allege, and the depositions made yesterday by Annachilla Row and Bheem Row before the Commissioners." "What!" exclaimed Paupia, "do you mean to compare me with such persons as those?" Kishen Row here interposed, and said, "You have met here for the purpose of reconciliation, why do you suffer such intemperate expressions to escape you?" Paupia then said to Reddy Row, "What can I do for you?" Reddy Row replied, "I have nothing to ask of you." Paupia then uttered a Sanscrit proverb, purporting, that one word written was better than a thousand spoken. Reddy Row asked him what circumstances existed between them to require that any thing should be written? Reddy Row then gave beetle to Paupia, who rose and went away, accompanied by me, Rung Row, Mulhar Row, and Kishen Row. Just after we left the house, Paupia said to me and Rung Row, "I must have a written paper from Reddy Row;" I asked him of what purport he wanted a paper, Paupia replied, "I will write a letter to Reddy Row, containing a list of all the Bonds I hold, and requesting that he will inform me whether they are registered in the Durbar Records; Reddy Row shall give me a written answer, stating that they are regularly registered. This is what Reddy Row must do for me. I on my part will issue instructions to Mr. Light, desiring him to prevent Annachilla Row, Bheem Row, and the others, from appearing at the Commissioner's office again, and by degrees Mr. Light himself shall discontinue his attendance there" When Paupia Row said this, Rung Row and I returned to Reddy Row and repeated it to him; Reddy Row heard us, but declined to accede to Paupia's proposal. We then left Reddy Row; and as the morning had dawned, Rung Row went home, but I went to Paupia, whom I found in the road near the Pagoda; Mulhar Row and Kishen Row were standing at a little distance; I told Paupia that Reddy Row would not accede to the proposal he had desired me and Rung Row to make about a written paper. Paupia then got into his Palanquin, and went away.

Signed before us this 25th July 1808.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Rung Row, on oath; taken 25th July 1808.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 124.)

DO you know Avadanum Paupia?—I do.

Have you seen him lately, and where?—I saw him before daylight at Reddy Row's house on Sunday morning the 17th instant.

Relate what passed on that occasion.—Reddy Row sent for me about four o'clock in the morning, and soon after I reached his house, Paupiah came there. Soonder Row, Kishen Row, and Mulhar Row, were present, as well as Reddy Row. Kishen Row began, by expressing a wish that Reddy Row and Paupia should be reconciled to each other. Reddy Row asked, what quarrel had taken place between them, that a reconciliation should be necessary. Paupia said to Reddy Row, "You have injured me; you prevented me from selling some jewels to the Nabob, and have also thrown difficulties in my way about the Bonds I hold." Reddy Row replied, "I did not prevent you from selling the jewels; and as to your Bonds, when one of them, for a lac of pagodas, was shewn to me the other day, I gave an accurate account of it." Kishen Row, here interposing, said, "What is past, is past; do not let it be remembered, and for the future contrive to be upon good terms with each other." Paupia said, "You are right, let us do so; but one word written, is better than a thousand spoken; do you, therefore (to Reddy Row) give me a written paper." Reddy Row replied, "What occasion is there for a written paper? whatever the truth may be, it will appear in the end." Soon after, Paupia went out, accompanied by me, Soondur Row, Mulhar Row, and Kishen Row. We all of us said to Paupia, after we had left the house, "What need is there of any written paper. Live together upon good terms." Paupia said, "That cannot be, without writing; I will write a letter to Reddy Row, stating what Bonds I have; and Reddy Row shall reply to me, in writing, that he will establish the fact of their entry in the Durbar Records. I want to go to Chingleput, let it therefore be done immediately, before I go. I will take measures to prevent the witnesses (by which, of course, I understood Arnachilla Row, Bheem Row, and the others), from appearing again at the Commissioners' office." Paupia then went away. Mulhar Row and Kishen Row desired Soonder Row and me to go back to Reddy Row, and deliver Paupia's message, and see what Reddy Row would say to it. We went to Reddy Row accordingly, and told him what had passed, but he refused to accede to Paupia's proposal. After that I went home to my own house.

Do you recollect Paupia's mentioning the name of any European gentleman, during the conversation you have related?—I remember, that while we were seated together in Reddy Row's house, Kishen Row said, that Paupia must stop the attendance of the witnesses at the Commissioners' office. Paupia said, that he would do that immediately, and that he would also prevent Mr. Light, by degrees, from going there.

When you went to Reddy Row's house, whom did you find there?—When I arrived, there were only Reddy Row, Mulhar Row, and Kishen Row. Soon after Soonder Row came.

When Paupia charged Reddy Row with injuring him about the sale of his jewels, and about his Bonds, did Reddy Row say any thing in answer, beyond what you have stated?—I have stated all that I remember Reddy Row to have said.

(Signed) Rung Row.

Signed before us this 25th of July 1808.

(Signed) S. T. Goad.
Henry Russell.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Kishen Row, on oath; taken this 25th day of July 1808.

(No. 125.)

DO you know Avadaunum Paupia Braminy?—I do.

Have you seen him lately, and where?—I have seen him in his own house, and at Triplicane.

At whose house in Triplicane did you see Paupia?—I saw him at Sooba Row's.

When did you see him at Sooba Row's?—I saw him last Saturday week at Sooba Row's, at about four hours after midnight.

How came you to see him, and what passed at that meeting?—Paupiah sent word by a Mahratta of the name of Samtajee to Sooba Row, that he was coming to Triplicane, to make up differences with Reddy Row; this I heard from Sooba Row, who sent for

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 125.)

me to his house before twelve o'clock at night of Saturday week last. I went there, and Sooba Row said, that Paupia had desired him to inform me that he was coming to make up his differences with Reddy Row; Sooba Row said, "Shall I desire him to come or not? I will do whatever you recommend." I said, "I have had no communication with Reddy Row, how can I tell you what to do?" Mulhar Row was at that time at Sooba Row's. I told Sooba Row that I would mention the circumstances to Reddy Row, and communicate his answer; Mulhar Row and I accordingly went to Reddy Row's; both himself and his family were asleep, but a Kidmutgn who was sleeping on the outside, awoke Reddy Row, who came and sat with us in the court-yard of his house. Reddy Row asked why I had come at such a late hour of the night. I said, "If you will not be angry, I will mention something to you." Reddy Row said, "Why should I be angry? tell me what you have to say." I said, "Paupiah has sent a man to say, that he wishes to be reconciled to you, and that if you will permit him, he will come to see you;" Reddy Row said, "Paupiah is my enemy, and has done whatever he could do to injure me, and I do not wish that he should come to my house;" I said, "True, he is your enemy, but you are both men of consequence, and as he has made the overture, it is better that you should receive it." Reddy Row said, "Besides the objection I have made, the Nabob, Mr. Batley, and the Molavy, will be angry, if they heard that I had received such a man at my house." I continued to press Reddy Row to receive him, and he at length consented; we then went to Sooba Row and said, that if Paupiah was desirous of coming, Reddy Row would see him: Sooba Row sent this message by Suntajee to Paupiah. Towards morning Paupiah came to Sooba Row's house, and then, by Paupiah's desire, I and Mulhar Row went to Reddy Row's house to notify Paupiah's arrival. Reddy Row again repeated his objections to receive Paupiah, and said, "Besides, nobody knows what may pass between us, and as you are both of you here on his behalf alone, I cannot rely upon your future testimony; in case it should be necessary, it is better that two other persons should be present." I therefore suggested Soondur Row and Rung Row, servants of the Circar, as proper persons to be sent for on such an occasion, and they were accordingly sent for by a man of Reddy Row's. Soondur Row and Rung Row came, and asked why they were sent for, and the motive was explained, and soon after Mulhar Row went out and brought in Paupiah. After the usual compliments had passed, I begun the conversation, by observing to Reddy Row and Paupiah, that it would be better if they should be on good terms together; Paupiah said, "It is not my fault Reddy Row has injured me;" Reddy Row said, "What have I done?" Paupiah said, "You prevented the Nabob from buying a jewel which I wanted to sell him; and when I attempted to sell a Bond to a gentleman, and he consulted you about it, you discredited the Bond, and stated that a large part of it consisted of interest calculated at an exorbitant rate." Reddy Row said, warmly, "What you now say is of a piece with the evidence given by Arnachella Row, Bheem Row, and the others, before the Commissioners." Paupiah said, "What! do you mean to compare me to Arnachella Row and Bheem Row?" Reddy Row said, "What you have said, resembles what they have said." I then interfered, and remonstrated against their speaking so intemperately to each other. Reddy Row then sent for Paun, when Paupiah uttered a Sanscrit proverb, purporting, that one word written was better than a thousand spoken. Reddy Row said, "No circumstances exist between you and me which requires that any thing written should take place between us." Soon after Paupiah took a Paun, and went out, accompanied by me, Mulhar Row, Soondur Row, and Rung Row. Paupiah then said to Soondur Row and Rung Row, "I will send Reddy Row a written statement of the Bonds I hold; he shall write me an answer that they are regularly entered in the Durbar Accounts, and shall state the same before the Commissioners." By Paupiah's desire Mulhur Row and I retired a little way, and Paupiah said something to Soondur Row and Rung Row, who soon afterwards went to Reddy Row's house; Paupiah, Mulhar Row, and I, remained near the pagoda, and in a short time Soondur Row and Rung Row returned to us, stating, that Reddy Row declared, that he would sooner die than give any written paper to Paupiah. It was then day-light, and Paupiah went away. As a great deal of conversation took place, I may have been erroneous in stating the order in which every thing occurred, although I am satisfied that what I have said did actually occur. Among other things, it now occurs to me, that Reddy Row said, during the course of conversation, that the subject of his claim was now before the Commissioners, and the result would shew whether it was just or not.

Did Soonder Row and Rung Row come together, or separately?—I do not recollect whether they came together, or one after the other.

Before this transaction happened, were you on good terms with both Paupiah and Reddy Row, or not?—I never was connected in friendship with Paupiah, but with Reddy Row, I have always been well acquainted.

How happened it then that you were called in by Paupiah on this occasion?—A few days before what I have above described took place, Paupiah's brother Ramasawmy went to Mulhar Row, about effecting a reconciliation with Reddy Row, and it was Mulhar Row who associated me with himself in this affair.

Have you seen Paupiah since that day?—I saw him on Tuesday, when we had some general conversation upon the subject.

Have you not seen him within these two or three days?—He sent for me yesterday to Sooba Row's house; when I went he was sitting in the garden behind the house with Mulhar Row, but I declined to meet him again, or to have any more conversation on this subject.

Signed before us this 25th July 1808.

(Signed) S. T. Goad.
Henry Russell.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Mulhar Row, on oath; taken this 25th of July 1808.

DO you know Avadaunum Paupiah Braminy?—I do.

Have you seen him lately?—I have.

When, and at what place?—About ten days ago, or last Saturday week, at four ghurues after midnight, I saw him at Sooba Row's house at Triplicane.

What was the occasion of your seeing him?—I will relate the whole story from beginning to end. About thirteen days ago Kishen Row came to my house, and said, "Are you not a friend of Paupiah's? I wish we could effect a reconciliation between him and Reddy Row;" I asked him whether he had come on the part of Reddy Row, he said, "No;" I said, "Very well, then let us go to Paupiah's house;" we accordingly went to Paupiah's in the morning; I entered first, Paupiah said, "I have not seen you for these seven or eight months, what has brought you here to-day?" I said, "I am come upon business; I am sorry to find that there is so much enmity between you and Reddy Row, as you are both men of consequence; what is the cause of your enmity with him?" Paupiah answered, "I alone am not concerned, three or four other persons are concerned with me," (all of whose names I do not recollect, but Parry and Light, the latter of whom he spoke of as his attorney, were mentioned); Paupiah also said, that the claims were so numerous, that there would not be more than five or six fanams per cent. per annum payable. "I want therefore to have nothing further to do with this business."

In what particular concern did Paupiah mention those three or four persons as being joined with him?—Paupiah said, they were concerned with him in his claims.

Go on with your story.—After the above conversation, I left Paupiah's house, and returned home.

Do you know any thing further?—I saw Paupiah again before day-light on Sunday morning (which was the 17th instant) at Sooba Row's house at Triplicane. About ten o'clock on Saturday night, Sooba Row sent for me, and I went to his house; Kishen Row was sitting there, and I, Sooba Row, and Kishen Row, went on one side together; Sooba Row said, that he had been that day with Paupiah, who had told him that he was coming by Triplicane that night on his way to Chingleput, Sooba Row therefore desired Kishen Row and myself to go to Reddy Row, and to tell him that it were as well if he and Paupiah were reconciled, but to say this as a piece of advice of our own. After some time I consented, and Kishen Row and I accordingly went together. Every body was asleep in Reddy Row's house; a man who was without, got up and called Reddy Row, who came and sat down in the court-yard, and asked us why we came at that time; we both said alternately, that Paupiah was coming to his house, and that it would be desirable to be reconciled to him; Reddy Row said, "Paupiah is a very bad man, I do not wish to have any thing to say to him; and besides, why do you concern yourselves in our reconciliation?" I said, "Friendship is a good thing." Reddy Row said, "So it is; but not such friendship as Paupiah's;" but, after a good deal of persuasion, we prevailed upon him to see Paupiah, if he should come. When four ghurries of the night remained, Paupiah arrived at Sooba Row's house, I had in the meantime gone away to sleep, and Kishen Row, I believe,

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 125.)

(No. 126.)

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 126.)

I believe, had remained at Sooba Row's house. When Paupiah came to Sooba Row's, the latter sent for me, and I went there. We then went again to Reddy Row's, Reddy Row said, "I am not yet satisfied with Paupiah's coming;" we asked him why he said, that his having a nightly interview with Paupiah would have a bad appearance, and besides, if the Nabob hears of it, he may be angry. Reddy Row then suggested, that as Kishen Row and I had no concern with the Sircar, Soondur Row and Rung Row should be present on the occasion; we consented, and Reddy Row sent a man to call them, and we went to Sooba Row's, where Paupiah was; we there described what we had done, in Paupiah's presence, and soon afterwards, Paupiah went to Reddy Row's house and sat down; Paupiah said to Reddy Row, "Three years ago I was desirous of selling a jewel to the Nabob, you told the Molavy that I was a very bad man, and caused the jewel to be returned." Reddy Row said, "I know nothing about this matter, somebody has given you a false account." Paupiah then said, "About two years and a half ago I sent two Bonds to a gentleman for sale, but you dissuaded him from purchasing them, saying that a large part of them consisted of interest, and batta or premium." Reddy Row said, "I know nothing of this fact, and to-morrow we will go to the person who has asserted that I did so;" Kishen Row then said, "What has passed, has passed; it is better that for the future you should live on good terms." Paupiah then said, "One word written is better than a thousand spoken;" Reddy Row said, "What occasion is there for written engagements among men of character, their words are sufficient." Reddy Row then sent for paun, which Paupiah took, and went out accompanied by me, Kishen Row, Soondur Row, and Rung Row. On the road Kishen Row and I retired to a little distance, and Paupiah entered into conversation with Soondur Row and Rung Row; I went near, and Paupiah sent them, and they went towards Reddy Row's house; they remained a short time absent, when Soondur Row returned, and said to Paupiah, "Reddy Row does not consent to your proposal." Paupiah then set off to Chingleput.

Have you seen and conversed with Paupiah since that time?—I saw him at his own house on Tuesday last, he sent for me; we had some general conversation on this subject.

Did you see and converse with Paupiah yesterday or day before?—I saw him yesterday as he passed by in his Palankeen, but I did not speak to him.

Did you go the house of Sooba Row yesterday?—I did; and heard from the people of the house, that Paupiah had gone away through the back door, a little before we arrived.

Did Sooba Row deliver any message to you yesterday on the part of Paupiah?—None whatever; nor had we any conversation on the subject of this Deposition.

Has any requisition been made to you by Paupiah, or by any other persons, to conceal any part of what you have deposed to day?—No.

Kishen Row has said that you yesterday were conversing with Sooba Row and Paupiah in the garden behind the former's house, when he arrived; is this true or not?—I was not setting there with Paupiah.

On this Deposition being explained to the Deponent on the 26th July, he states, that the whole of it is correct, except the last Answer, for which he desires to substitute the following:

When I went to Sooba Row's house yesterday by his desire, I found him and Paupiah sitting in the garden behind the house; I did not sit down with them. Paupiah asked me, whether, when I went to his house on the first occasion which I have described, I was sent for by him, or went of my accord?—I replied that I had gone with Kishen Row of my own accord. Paupiah said, smiling, "You will have to attend the Commissioners office, won't you?"—I said, "Yes, I shall, but I shall describe only what actually passed; I shall not favour either you or him." Paupiah then, smiling again, said, "You are not the sort of person that I should have expected to interfere in a business of this sort."—I answered, "Very true, but my evil destiny has brought me to it."

How happened it that you did not tell us yesterday what you have now related?—The first time the question was asked me, the answer which I gave proceeded from hastiness and forgetfulness, and it was not until it was read to me to-day, that I discovered the error I had committed in what I said yesterday; I had no intention

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No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 127.)

to deceive; and before I signed my Deposition, I thought it necessary to require that this alteration should be made.

(Signed) Mulhar Row.

Signed before us this 26th day of July 1808.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

Copy.—Further DEPOSITION of Kishen Row, on oath; taken this 26th day of July 1808.

YOU have said in your Deposition given yesterday, that when you, Paupiah, Soondur Row, Rung Row, and Mulhar Row, went out of Reddy Row's house, Paupiah then said to Soondur Row and Rung Row, "I will send Reddy Row a written statement of the Bonds I hold; he shall write me an answer that they are regularly entered in the Durbar Accounts, and I shall state the same before the Commissioners." Did you hear Paupiah say so, or not?—What I yesterday stated Paupiah to have said to Rung Row and Soondur Row, I actually heard. It was not until after Paupiah said what I described, that he desired me and Mulhar Row to retire; after we had retired, he continued to converse with Soondur Row and Rung Row, but I was at too great a distance to hear what was said.

Was Mulhar Row near enough to hear what Paupiah said to Rung Row and Soondur Row, as detailed in the above question?—Mulhar Row was standing by, and must have heard what Paupiah said to Rung Row and Soondur Row; he did not retire until a short time after me, as requested by Paupiah.

You were asked yesterday, how it happened that you were called in by Paupiah on the present occasion, and you described yourself as having been originally associated in the business by Mulhar Row. Mulhar Row in his Deposition states, that about thirteen days ago you went to his house, and asked him whether he was not a friend of Paupiah's, and stated to him, that you wished a reconciliation could be effected between Paupiah and Reddy Row; that afterwards you accompanied him to the house of Paupiah, and had some conversation with him on the subject. What do you say to this difference in your statements?—The statement of Mulhar Row, as explained in the question, is incorrect. I remember, about six weeks or two months ago, in the course of some general conversation with Mulhar Row, I said, that I thought it would be as well if a reconciliation could be effected between Reddy Row and Paupiah, but nothing else passed upon the subject. I never went with Mulhar Row to Paupiah's house, until the day after Ramasawmy had been with Mulhar Row in the manner I have described, which is fourteen days ago. On the night of the day on which Ramasawmy went to Mulhar Row, the latter came to my house, and described what had passed between Ramasawmy and him, on the subject of a reconciliation between Paupiah and Reddy Row; I then said, it was too late at night to discuss the subject, but that in the morning we would meet again, and having ascertained Paupiah's sentiments, we could communicate with Reddy Row. Mulhar Row desired that I would come to his house next morning, which I did, and we then went to Paupiah's together.

(Signed) Kishen Row.

Signed before us this 26th July 1808.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

Copy.—Further DEPOSITION of Mulhar Row; taken on oath, this 26th day of July 1808.

(No. 128.)

WHEN you, Paupiah, Kishen Row, Soondur Row, and Rung Row, went out at night from Reddy Row's house, as you have before described, and some conversation took place between Paupiah, and Soondur Row, and Rung Row, did you hear that conversation or not?—I did not hear that conversation. I afterwards heard Soondur Row deliver to Paupiah, Reddy Row's answer, purporting that he would not give him the written paper which he wanted.

Kishen Row says, that you were standing by him when Paupiah said to Soondur Row and Rung Row, "I will send a written statement to Reddy Row;" and that you did not retire until after him (Kishen Row); how happened you not to have heard

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 128.)

what he said to Soondur Row and Rung Row?—I did not retire until after Kishen Row, but I did not hear what Paupiah said to Soondur Row and Kishen Row.

You assert, that Kishen Row first spoke to you about effecting a reconciliation between Paupiah and Reddy Row; Kishen Row says, that you first came to him on this business. Which is the true state of the case?—Two months ago I believe that some general conversation passed between us, but the first specific proposal for interfering to effect a reconciliation, was made to me by Kishen Row.

Kishen Row has said, that Ramasawmy, Paupiah's brother, came to you on this business, and that you then sent for him (Kishen Row) on the occasion?—Ramasawmy came to me merely to pay me a visit, as he was constantly in the habit of doing; in the course of conversation he merely remarked, that an enmity existed between Paupiah and Reddy Row. After he left me I went to Kishen Row, and proposed to go with him next morning to Paupiah's.

What induced you to interfere in effecting a reconciliation between Paupiah and Reddy Row?—Kishen Row first proposed it, and the night before Ramasawmy came to my house, it had been determined between Kishen Row and me, that we should go to Paupiah's for that purpose.

The Witnesses differing from each other, are confronted together; Mulhar Row vainly attempts to reconcile his own statements with those of Kishen Row and themselves; Kishen Row confines himself to the assertion, that the circumstances he has already deposed are strictly correct.

(Signed) Mulhar Row.

Signed before us this 26th July 1808.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of Narrian Row; taken on oath, November 5th 1808.

(No. 129.)

A DEPOSITION, which was taken from you some months ago, regarding this Persian list marked (H), having accidentally been mislaid, you are now again asked, Whether you ever saw this list before?—I have seen it before; and deposed before the Commissioners about it, I think, in the month of August last.

When did you first see it?—I first saw it about 20 or 25 days before the death of the Nabob Omdut ul Omrah.

Where did you then see it?—I saw it in Reddy Row's hand, in Colonel Barrett's office.

Did Reddy Row say any thing to you about it?—He desired me to make a copy of it, which I did; and the paper now exhibited by Reddy Row marked (R) is that copy. I gave the copy to Reddy Row on the day on which, as above described, I first saw the original.

In whose hand-writing is the original list?—In the hand-writing of one Venkat Row, a writer in the Nabob's Dewaunee office, who died a year or two ago.

In whose hand-writing are the Persian words, meaning eighty-six papers, inscribed on the original list?—In that of Molovee Mohummud Ghous, who, until three or four days ago, was the Dewan of his highness the present Nabob.

(Signed) Narrain Row.

Signed before us this 5th of November 1808.

(Signed) S. T. Goad.
H. Russell.

A true Copy. (Signed) Henry Russell.

Copy.—DEPOSITION of J. G. Ravenshaw, Esquire, on oath; taken December 13th 1808.

(No. 130.)

ARE you not at present collector of the district in which Chillumbrum and Manargoody are situated?—I am; it is called the Southern Division of Arcot.

How long have you been collector there?—Since the month of April 1805.

Did you not some months ago receive an order from Government to ascertain whether a person named Anunda Row, son of Vencat Row, had been employed at Chillumbrum or Manargoody during the years 1797, 1798, and 1799?—I did.

What measures did you take in consequence of that order?—I first enquired of the officers of my own Cutcherry at Trivandaporam, and I understood from them,

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 130.)

that Anunda Row had been employed at Manargoody; but as that information did not appear to me to be sufficiently satisfactory, I wrote to Nagogee Row, a servant in my employ, who was at that time on leave of absence at Verdachellum, to ascertain the same fact, and his answer was, that Anunda Row was employed at Manargoody in the end of 1208, and the beginning of 1209 Fusly. I wrote likewise to the Tushseeldar Narrain Pilly, at Manargoody, and his answer was to the same effect.

You did not then go in person either to Chillumbrum or Manargoody?—No; I did not.

Were your enquiries in any respect directed to indentify the person of Anunda Row, or to discriminate between him and any other person of the same name who might have been employed in a similar capacity?—The enquiries I made were whether Anunda Row, the son of Vencat Row, or any other Anunda Row, had been employed at Manargoody, and the answers I received were, that Anund Row, the son of Vencat Row, had been employed there.

Was the situation in which he had been employed, specified?—He was said to have been Magmoodar or Serishtadar. On recollection, I cannot particularly state whether Anunda Row was described as the son, or only as a relation of Vencat Row.

(Signed) John G. Ravenshaw.

Signed before us this 13th of December 1808.

(Signed) S. T. Goad.
Hr Russell.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Sooba Row, on oath; taken on the 13th January 1809.

(No. 131.)

WHAT is your present employment?—I have not any. I was employed for about two years and a half as Mooshruff in the Khazana department at the Nabob's Durbar, but was dismissed from that situation about three years ago, and have not since held any employment.

Were you employed in the office you have mentioned in the month of Rubbool Uwul, A. H. 1212?—No; I was at that time at Arcot.

Had you ever occasion, at any subsequent period, to see the Khazana accounts for that month?—Yes; I inspected the Khazana papers for a period of 35 years.

Do you recollect observing any entry of a pecuniary transaction of Gopaul Row in the Khazana papers for Rubbecool Uwul, A. H. 1212, for an advance made by him on account of the collections of Arcot?—I do not recollect any entry in the name of Gopaul Row, but I remember an entry in the Khazana papers of that year for the month of Rubbecool Uwul, or Suffer, I cannot say which, stating a remittance of 35,000 pagodas to have been received on account of the collections of Arcot; and it was entered as disbursed to Lautour and Co. in repayment of a loan made from them.

Do you know where the Khazana papers for that time now are?—I do not. After I inspected the Khazana papers I restored them to their proper place; and what became of them afterwards, or where they are now, I do not know.

Did you not lately give a statement to the same effect as that what you have now given, in your evidence on the trial of Reddy Row before the Supreme Court?—Yes, I did.

Do you know Bheem Row and Arnachella Row?—Yes, I do.

How long have you known them?—I have known them for about 10 years.

Did you ever hear either or both of them say any thing regarding their knowledge of the circumstances connected with the claim which Reddy Row has preferred on a Bond in the name of Gopaul Row, for 38,500 pagodas?—Yes, I have heard both of them speak on the subject.

Relate what you heard them say.—One day in the beginning of July 1808, Bheem Row and Arnachella Row came together to my house. They spoke of the difference which existed between me and Reddy Row; and said that they were prepared, when the investigation of Reddy Row's Claim before the Commissioners should come on, to impeach, by perjured evidence, the validity of the Bond for 38,500 pagodas in the name of Gopaul Row, on condition that I would pay to each of them the sum of 2,000 pagodas. I told them, that I was not concerned to impeach the Claim of Reddy Row myself; but that if they wished it, I would introduce them for that purpose to Avadanum Paupia.

What

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 131.)

What induced you to mention the name of Avadanum Paupiah to them?—Because it was between him and Reddy Row that the enmity existed. My enmity against Reddy Row was not personal; it proceeded solely from my connexion with Paupiah.

Go on with your account of what passed between you and Bheem Row and Arnachella Row.—After what I have above stated had passed, they both left my house. They returned the next day, and not Paupiah, whom I had invited to my house for the purpose. They repeated to him the same proposal which they had made to me the day before. Paupiah said, that he had not the means to remunerate them in the way they required; but that if they would impeach Reddy Row's Claim, and were successful in their attempt, he would endeavour to reward them as well as he could. Nothing further particular then passed on the subject; but from that day forwards a constant intercourse subsisted between Paupiah and Bheem Row and Arnachella Row. They first attended to give evidence at the Commissioner's office, afterwards before the Justices, and lastly in the Supreme Court. Paupiah was in the habit of relating to me daily what passed in Court during the trial; and after Bheem Row and Arnachella Row had given their evidence there, he complained to me of the inconsistencies which they had allowed to escape them on the three different occasions on which their evidence had been taken. He said that they were not worth employing; and when I advised him to give them a small sum of money, and to get rid of them, he told me that he had already given them about 100 pagodas. He then told them, in my presence, that he had no further occasion for them, and desired that they would cease going to his house.

(Signed) Sooba Row.

Signed before us this 13th of January 1809.

(Signed) S. T. Goad,
H' Russell.

The Deponent being asked, in continuation, whether any other persons were present at the conversation he has described between himself, Paupia, Bheem Row and Arnachella Row, says, that three persons, named Govina Row, Sreenuvans Row, and Kishen Row, were present, both when Bheem Row and Arnachella Row first came to his house, and also on the following day, when they met Paupia there.

(Signed) Sooba Row.

January 13th 1809. (Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) Henry Russell.

(No. 132.)

DEPOSITION of Muttus Kishen Row; taken on oath, this 13th of January 1809.

DO you know Khazana Sooba Row?—I do.

Do you know Bheem Row and Arnachella Row?—I do.

Did you ever see them at Sooba Row's house?—I have seen them there.

On what occasion?—If I am allowed to state some previous circumstances relating to them, I shall be able more fully to explain the occasion on which I met them at Sooba Row's house.

State those circumstances.—The house in which I live at Triplicane is near those of Arnachella Row and Bheem Row, and we have always been in the habit of meeting each other. In the month of Chittree last, Bheem Row and Arnachella Row, and Vencat Row, Bheem Row's brother, came as usual to my house, and told me that Reddy Row, who had been accustomed to give them money, had then ceased to do so, and that they were consequently reduced to great distress. They requested that I would speak to Reddy Row in their favour, and on their urging me very strongly I consented to do so. When I spoke to Reddy Row, he told me that they had never been in his service, but that he had occasionally given them money, and that it was in consequence of his own embarrassed circumstances that he had lately ceased to do so. I told Reddy Row, that when they had desired me to intercede for them, they had said that their distresses were so great, that they must sink under them, and had threatened, if they did sink, to pull Reddy Row down with them. Reddy Row replied that he did not care for them; that it was not in their power to injure him. The next day Bheem Row and Arnachella Row, and Vencat Row, came again to my house. They asked me what I had done for them, and whether I had reported their threat to Reddy Row; I said that I had, but that Reddy Row had refused to give them any more money;

Bheem

Bheem Row or Arnachella Row then asked what day of the week it was; Vencat Row said that it was Friday. Then said Bheem Row and Arnachella Row, "Let Reddy Row be considered as having been dead a week." I remonstrated against their acting with ingratitude against Reddy Row, but they only said, that in a few days I should see the condition to which Reddy Row would be reduced, and they then all three went away. Two or three months after this, I believe in the month of Arnee ( ) I went one evening to Sooba Row's house, where I saw Sooba Row, Govind Row, Sreevanus Row, Bheem Row, and Arnachella Row, sitting together. After I had joined them, Bheem Row and Arnachella Row said to Sooba Row, "An enmity subsists between Reddy Row and you and Paupia, and if you will assist us, we will bring Reddy Row into difficulty." Sooba Row asked them why they would do so? They said that Reddy Row had refused to give them any more money, and that they would therefore be revenged on him; that if Sooba Row would prevail on Paupia to give them 2,000 pagodas a-piece, they would stand forth, and fix a crime upon him. Sooba Row asked them to what crime they alluded, and by what means they could fix it on Reddy Row? They said that the Commissioners had advertised the claim of Reddy Row for investigation, and had called for objections to it; that they would therefore impeach the validity of that claim. Sooba Row asked them by what means they would attempt to invalidate the Bond in the name of Gopaul Row. They replied, that they would falsely depose, on oath; that, to their certain knowledge, the Bond was a forged one, and had been fabricated by Reddy Row in his own house. Sooba Row told them that he would repeat their proposal to Paupiah and give them an answer, I then went away. On the third day after that, Sooba Row sent for me. I went to his house, where I saw Paupiah, Sooba Row, Govind Row, Sreenavas Row, Bheem Row, and Arnachella Row seated together. When I had joined them Paupiah and Sooba Row retired to a little distance, and talked together privately, and after a short time Paupiah said to Sooba Row, "I will go away, and you may speak to Bheem Row and Arnachella Row." Paupiah then went away, and Sooba Row told Bheem Row and Arnachella Row that he had reported to Paupiah all that they had said to him, and that Paupiah had promised to give them something if they should succeed in their attempt to establish the forgery of the Bond preferred by Reddy Row, and had desired him to take them to his (Paupiah's) house. After this I understood from Bheem Row and Arnachella Row, that they had gone occasionally to Paupiah's house, and a few days afterwards they told me that I should soon see to what a condition Reddy Row would be reduced. I asked them, if they meant to avail themselves of the Bond in the name of Gopaul Row to injure Reddy Row; they said "Yes;" when I told them, I thought they would find it a difficult task to overthrow that Bond, for that I had myself been a Paischar at Arcot in the service of Anwer Ally Khan at the time the transaction on which the Bond was founded took place, and that I and all the world knew that the Bond was a good one. They replied, that they now were supported by Paupiah, and that they would certainly by some means or other overthrow the Bond.

(Signed) Muttees Kishen Row.

Signed before us this 14th day of January 1809.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 132.)

DEPOSITION of Veerabhudra Pillay, on oath; taken this 13th day of January 1809.

WHAT is your name, and where do you live?—My name is Veerabhudra Pillay, and I live at Rajendrasholagam, in the Manargoody District. (No 133.)

How far is the village of Rajendrasholagam from the Cutcherry of Manargoody?—It is half an Indian hour's journey distant, or about three quarters of a mile.

Do you ever go to the Cutcherry of Manargoody?—I do.

For what purpose do you go to the Cutcherry of Manargoody?—I go to the Cutcherry when sent for.

What is your profession?—I cultivate land.

To whom do you pay rent?—I pay my rent at the Cutcherry of Manargoody.

How long have you lived at Rajendrasholagam?—During my whole life.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 133.)

Do you know whether Paupiah Braminy ever rented the district of Manargoody?—Paupiah did rent Manargoody.

Do you know in what years Paupiah rented that district?—Paupiah rented that district in the years Calayoodree, Siddhatree, and Roudree.

Do you know who was Aumil of Manargoody during those years under Paupia?—Veetul Row first attached the district, after him Vencat Row came, then Bhowanneeshunker Row, and after him Ramasha Shageery Jyah.

Were you acquainted with those persons at Manargoody?—I was.

Were you in the habit of frequenting the Cutcherry at Manargoody whilst the persons mentioned by you were Aumils?—I was in the habit of going to the Cutcherry at Manargoody at that time.

Were you acquainted with the Revenue Officers who were employed under those Aumils?—I was; Reddy Row was employed as Nugmoodar under Vencat Row; after Reddy Row, Anund Row was employed in the same capacity, under the same person; after Anund Row, Sreenevas Row held that situation under Bhowannee Shunker Row and Ramashashageeree Row.

What sort of a man was that Anund Row, and do you know his father's name?—He was a fair-complexioned stout man; but I do not know his father's name.

How long was that Anund Row employed at Manargoody?—For two or three months.

Do you recollect in what year he was so employed?—I do not recollect.

If you were to see that Anund Row, should you know him?—I should know him.

Anund Row (the writer of the Bond in the name of Gopaul Row) being shewn to the Deponent, he is asked, whether that is the person who was employed at Manargoody under Vencat Row?—No; this is not the person.

Did you ever know this present Anunda Row employed in any capacity in the Cutcherry of Manargoody during the time that Paupia farmed that district?—No.

Have you ever seen the Anund Row who served under Vencat Row since he (Anund Row) left Manargoody?—Yes; I went to the Cutcherry of Paupiah's lawyer in the fort, and there I was asked whether a person I saw there was Anund Row, and recognized him to be the Anund Row who served at Manargoody.

(Signed) Veerabudra Pillay.

Sworn and signed before us this 13th day of January 1809.

(Signed) S. T. Goad,
Henry Russell.

Explained by me,

(Signed) Samy Nath.

Examined in Malabar, and interpreted in the Hindoostanee.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Chok Kalinga Pillay, Natawar, on oath; taken this 13th day of January 1809.

(No. 134.)

WHAT is your name?—Chok Kalinga Pillay.

Of what place are you an inhabitant?—I live at Manargoody.

How long have you lived there?—Twenty years.

What number of ploughs have you?—One hundred.

Do you know who was Aumuldar of Manargoody in the year Pingular?—Syed Moostufa was Aumil, I believe, in that year; but it is long ago, and I do not well recollect.

Do you know who was Mujmooadar at Manargoody under the Aumil, in the year Pingula?—I do not recollect.

Do you know whether Paupia Braminy ever held the district of Manargoody in farm?—Yes; he farmed Manargoody for two or three years.

Do you know what person was Aumuldar of Manargoody when Paupia Braminy farmed that district?—During the first year of Paupia farm Vencat Row was Aumildar; the second year, Bhowanee Sunker Row was the Aumil; and the third year, Ramashashageeree Jya had that situation.

Do you know who held the situation of Mujmooadar whilst Vencat Row, Bhowanee Shunker, and Ramashashageeree, were Aumils?—Under Vencat Row two persons were Mujmoodars; first, Reddy Row, and afterwards, Anund Row; under Bhowanee Shunker, Sreeneevas Row was Mujmooadar; and under Ramashashgeeree, the same Sreenavas Row continued.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 134.)

How long was Anund Row Mujmoodar under Vencat Row?—Two or three months.

What sort of a man was the Anund Row who served under Vencat Row?—That Anund Row was a stout man.

How did he place the mark on his forehead?—Anund Row used to place the mark across his forehead, or in a horizontal direction.

Should you now recognize that Anund Row, if you were to see him?—I should know him.

Anund Row, son of Vencat Row, being called in, is shown to the Witness, who is asked, Whether that is the person who held the office of Mujmooadar under Vencat Row, at Manargoody?—No; he is not the person.

Did you ever know the person now pointed out to you in any capacity at Manargoody, whilst Paupia Braminy held the farm of that place?—I never saw him there in any capacity.

Have you lately seen the Anund Row, who, in point of fact, held the office of Mujmooadar under Vencat Row?—I saw him in the fort five or six days ago.

How happened you to see in the fort the Anund Row who served under Vencat Row at Manargoody?—A gentleman on the part of Paupiah sent for me, and at his house I saw that Anunda Row.

Did that gentleman ask you any questions?—Yes; the gentleman, pointing out Anund Row, who served under Vencat Row, asked me whether I knew him; and I said that I did know him.

(Signed) Chok Kalinga Pillay.

Explained by me,
(Signed) Samy Nath.

Sworn and signed before us this 13th day of January 1809.
(Signed) S. T. Goad,
H^y Russell.

A true Copy. (Signed) S. T. Goad.

DEPOSITION of Vyapooree Pillay, on oath; taken this 13th day of January 1809. (No. 135.)

WHAT is your name, and where do you live?—My name is Vyapoora Pillay, and I live in the village of Tenmore, in the district of Manargoody.

How long have you lived in that village?—For a very long time.

What is your profession?—I am a cultivator, and have ploughs.

At what Cutcherry do you pay your revenue?—At the Cutcherry of Manargoody.

Are you in the habit of going to that Cutcherry frequently?—Yes.

Do you know whether Paupiah Braminy ever rented the district of Manargoody?—Yes; he did rent Manargoody.

In what year, and for how long did Paupia rent Manargoody?—Paupiah farmed Manargoody in the month of Cartickee, in the year Calayoodree, and kept it during that year, and until the year Roudree.

Do you know who were Aumils under Paupiah?—Veetul Row attached the district, and was at Manargoody for fifteen days; then came Vencat Row; after him, Bhowanee Sunker Row was Aumil; during the second year and the third year, Ramshashageree Jyer was Aumil.

Do you know who held the situation of Mujmooadar under those Aumils?—A person named Reddy Row first served in that capacity under Vencat Row, and after him, Anund Row, under the same person; under Bhowanee Shunkeer, Sreevenas Row was Mujmooadar, and continued under Ramshashageree.

What sort of a man was that Anund Row; and how long did he serve at Manargoody?—He was fair-complexioned, short and stout; and served as Mujmoodar at Manargoody, for two months; he was afterwards employed in the Cutcherry, as Jawab Naveesse, and Chouk Naveese.

Should you know that Anund Row, if you were to see him?—Yes.

Anund Row, the writer of the Bond in the name of Gopaul Row, being brought before the Deponent, he is asked, Whether he is the person who was employed at the Cutcherry at Manargoody, during the farm of Paupiah?—No; he is not the person.

Was this person ever employed in any capacity in the Cutcherry at Manargoody during the existence of Paupiah's farm?—No; I never saw him at Manargoody, during that time.

Have

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

Have you ever seen the Anund Row who was employed at Manargoody under Vencat Row, since he, Anund Row, left that place?—No, I have not; but those who accompanied me from Manargoody have told me, that they saw him a few days ago in the Fort.

Did you go to Mr. Light's Office, in the Fort?—I do not know. Some gentlemen questioned me on the subject of Vishuasoo Vencat Ramia's residence in our country, and I said, that he was never in the management of our country.

(Signed) Vyapooree Pillay.

Explained by me,
(Signed) Samy Nath.

Sworn and signed before us the 13th January 1809,
(Signed) S. T. Goad,
H^y Russell.

Examined in Malabar.
Interpreted in Hindoostannee.
A true Copy. (Signed) Henry Russell.

DEPOSITION of Chedumbarum Pillay, on oath; taken this 13th day of January 1809.

(No. 136.) WHAT is your name, and where do you live?—My name is Chedumbarum, and I live at Manargoody.

How long have you lived at Manargoody?—During my whole life I have lived at Manargoody.

Do you know whether Paupiah Braminy ever farmed the District of Manargoody?—Paupiah farmed the District of Manargoody for three years.

Do you know in what years Paupiah farmed Manargoody?—Paupiah Braminy farmed that district during the years Calayoodree, Sidhatree, and Roudree.

Do you know what persons were Aumils at Manargoody under Paupiah?—Vencat Row, Bohwanee Shunkur Row, and the name of the other I do not at present recollect.

Do you know who held the situation of Mujmooadar under the Aumil, Vencat Row and Bhowanee Shunkur?—Under Vencat Row, I do not recollect who served as Mujmooadar, nor do I recollect who served in that capacity under Bhowanee Shunkur, but I recollect that Anund Row and Sreenavas Row were emplowed at Manargoody.

What sort of a man was that Anund Row?—He was a fair-complexioned stout man.

Do you recollect in what manner that Anund Row wore the mark on his forehead?—He wore the mark on his forehead in a horizontal direction.

If you were to see that Anund Row, should you know him?—I should know him.

How long did that Anund Row continue in employment at Manargoody?—For five or six months.

Anund Row (the writer of the Bond in the name of Gopaul Row) being shewn to the Deponent, he is asked, Whether that is the person who was employed at Manargoody?—No.

Did you ever *know* this person in any public employment at the Cutcherry of Manargoody, whilst Paupiah rented that district?—No.

Have you ever seen that Anund Row, who was employed at Manargoody, since he left that place?—Yes; I saw him about ten days ago in Light's Cutcherry.

How happened you to go to Mr. Light's Cutcherry?—We were all sent for to Mr. Light's Cutcherry, and there I saw Anund Row.

Were any questions asked you at Mr. Light's Cutcherry?—No.

(Signed)

Explained by me,
(Signed) Samy Nath.

Sworn and signed before us the 13th day of January 1809.
(Signed) S. T. Goad,
Henry Russell.

Examined in Malabar, and interpreted in Hindoostannee.
A true Copy. (Signed) W. Parker.

DEPOSITION of Kishma Reddy, on oath; taken this 13th day of January 1809.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 137.)

WHAT is your name, and of what place are you an inhabitant?—My name is Kishma Reddy, and I live at Wuriargoody, in Manargoody.

How long have you lived at Manargoody?—For a great many years.

Do you know whether Paupiah Braininy ever farmed the district of Manargoody?—Paupia Braminy farmed Manargoody for three years.

Do you know for what years Paupiah farmed Manargoody?—Paupiah Braminy farmed those districts during the years Calayoodree, Siddhatree, and Rondree.

Do you know what persons were Aumils of Manargoody under Paupiah?—Vencat Row, Bhowanee Shunker Row, and Ramashashageeree Jyah.

Do you know who held the situation of Mujmooadar under the Aumils Vencat Row, Bhowanee Shunker, and Ramashashageeree Jyah?—Under Vencat Row, Reddy Row first served in that capacity, and, shortly after, Anund Row; under Bhowanee Shunker, Sreenavas Row; and under Ramashageeree Jyah, Sreenavas Row continued.

What sort of a man was that Anund Row, and do you know his father's name or not?—He was a fair-complexioned man, and stout; but I do not know his father's name.

How long did that Anund Row continue Majmooadar under Vencat Row?—For five or six months he was employed as Mujmoodar, Towabnavesse, and Sowknavesse.

If you were to see that Anund Row, should you know him?—I should know him.

Do you know how that Anund wore the mark on his forehead?—He wore the mark on his forehead in a horizontal direction.

Anund Row (the writer of the Bond in the name of Gopaul Row) being shewn to the Witness, he is asked, whether that is the person who was employed at Manargoody as Mujmovadar under Vincat Row?—He is not the person who was employed at Manargoody; I saw this person at Chillumdrum in the year Nellaburshum.

Did you ever know this person in any public employment at the Cutcherry of Manargoody, while Paupiah rented that district?—No; I never knew him in any employment at Manargoody during that time.

Have you seen the Anund Row who served under Vincat Row, since he, Anund Row, left the district of Manargoody?—Yes; I saw him at Madras lately in the fort, six days ago.

In what part of the fort did you see him?—I saw him in the lawyer's Cutcherry.

In what lawyer's Cutcherry did you see him?—I do not know the name of the lawyer.

How happened it that you went to the lawyer's Cutcherry?—I was sent for, and saw Anund Row there.

Did the lawyer ask you any questions?—No.

Did any person in the lawyer's Cutcherry ask you any questions?—No; Anund Row, whom I saw there, asked me when I had arrived.

(Signed) Kishna Reddy.

Sworn and signed this 13th January 1809.

(Signed) S. T. Goad,
H. Russell.

Explained by me, (Signed) Samy Nath.

A true Copy. (Signed) W. Parker.

DEPOSITION of Sheva Chedumbara Pillay, on oath; taken this 14th day of January 1809.

(No. 138.)

WHAT is your name, and where do you live?—My name is Sheva Chedumbara Pillay, and I live at the village of Creera Radhamore, in the district of Manargoody.

How far is that village from the Cutcherry at Manargoody?—One Hindoo ghurree distant.

How long have you lived in the village?—I and my ancestors have lived there for one hundred years past.

Do you recollect when Paupia farmed the district of Manargoody?—I do.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 138.)

During what years did he hold the farm of that district?—Paupiah held the farm of Manargoody during the years Calayoodree, Siddhatree, and Raudree.

What is your profession?—I am a cultivator, and have twenty ploughs.

At what Cutcherry do you pay your rent?—At the Cutcherry of Manargoody.

Were you in the habit of frequenting that Cutcherry during the years Calayoodree, Siddhatree, and Raudree?—I was.

Do you know who were Aumils of Manargoody, whilst Paupiah held the farm of that place?—In the year Calayoodree Vincat Row was Aumil. In the month of Pirtasse, in the year Siddhatree, Bhowanee Shunkur became Aumil; and in the year Roudree, Rama Shashageeree Jyer was Aumil.

Do you know who held the office of Mujmooadar under those Aumils?—Under Vincat Row, first Reddy Row, and then Anund Row, were Mujmooadar; under Bhowanee Shunker Row, Sreenavas Row was Mujmooadar; and I do not recollect who was Mujmooadar under Ramashashageeree Jyer.

What sort of a man was the Anund Row of whom you have been speaking?—He was a fair-complexioned man, stout and middle-sized, and wore the mark on his forehead in an horizontal direction.

Should you know that person, if you were to see him now?—I should know him.

Anund Row (the writer of the Bond in the name of Gopal Row) being shewn to the Witness, he is asked, whether he is the person who held the office of Mujmooadar under Vincat Row?—No; he is not the person.

Did you ever know this person in any capacity in the Cutcherry of Manargoody, during the time that Paupiah farmed that district?—No; I did not.

Have any questions been put to you on this subject at Manargoody lately?—No person asked me any thing except Mr. Sanders, who lately put such questions as have been now asked me, and I gave answers to the same effect.

You live at a short distance from Manargoody, how came you to be examined by Mr. Sanders?—The Tehsildar Narrain Pillay sent for me to Manargoody, and there Mr. Sanders took my Deposition.

(Signed) Sheva Chedumbara Pillay.

Explained by me, (Signed) Samy Nath.

Sworn and signed before us. (Signed) W. Parker.
S. T. Goad.

A true Copy. (Signed) S. T. Goad.

DEPOSITION of Areea Pillay; taken on oath, this 14th day of January 1809.

(No. 139.)

WHERE do you live?—At Puradoor, in the Manargoody district.

Do you know whether Paupiah Braming ever farmed that district?—Paupiah farmed Manargoody during the years Calayoodree, Siddatree, and Roudree.

Do you know who were Aumils during the time Paupiah farmed Manargoody?—First Vincat Row, then Bowanee Sunkur Row, and after him Ramashashageeree Jyer.

Do you know who served as Musmoodar under Vincat Row?—A person named Reddy Row served in that capacity for three months, and after him Anund Row.

What sort of a man was that Anund Row?—He was a fair-complexioned stout man, and wore the mark in a horizontal direction on his forehead.

Should you know that Anund Row if you were to see him?—I should.

Anund Row (the writer of the Bond in the name of Gopaul Row) being brought before the Witness, he is asked, whether that is the person who served as Mujmooadar under Vincat Row?—No; he is not the person.

Did you ever know this person in any employment at Manargoody, whilst Paupiah held the farm of that place?—No; I never did know him in any employment at Manargoody during that time; but whilst Bhowanee Sunker was Aumil, I with a hundred other people came to Madras to complain to Paupiah, and at Madras I saw this Anund Row in Colonel Barrett's Cutcherry.

What is your profession?—I am a cultivator, and have twenty ploughs.

At what Cutcherry do you pay your revenue?—At the Cutcherry of Manargoody.

Have you seen the Anund Row who served as Mujmooadar under Vincat Row since he, Anund Row, quitted Manargoody?—Yes; I saw him in the fort lately, at the house of Paupiah's lawyer, where I was asked whether I knew that Anund

Row, and I said, I did. Chokkalinga Pillay, Veerabudra Pillay, and Kishna Reddy, were asked the same question at the same time.

Explained by me, (Signed) Areea Pillay.
(Signed) Samy Nath.

Sworn and signed before us this 14th of January 1809.
(Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) S. T. Goad.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

DEPOSITION of Mootoovelayoodum Pillay, on oath; taken this 14th day of January 1809.

(No. 140.)

WHAT is your name, and where do you live?—My name is Mootoovelayoodum Pillay; and I live at the town of Manargoody.

How long have you lived there?—All my life.

What is you profession?—I am a cultivator, and have fifteen ploughs.

At what Cutcherry do you pay your rent?—At the Cutcherry of Manargoody.

Do you recollect when Paupiah Braminy had the farm of the district of Manargoody?—I do.

In what year, and for how long did he farm that district?—Whilst I was at Manargoody, Paupiah held the farm for two years, and he had held it for one year before, whilst I was at Tranguebar, and on the Malabar coast.

Do you know who were the Aumils of Manargoody whilst Paupiah farmed that district?—Bhowanee Sunker Row was Aumil, and the next year after him, Ramashasgeeree Jyer.

Were you in the habits of frequenting the Cutcherry at Manargoody during the two years that Bhowanee Sunkur Row and Shashageeree were Aumils?—I was.

Do you know the names of the persons who held the office of Mujmooadar under these two Aumils?—Yes; a person named Sreenavas Row was Mujmooadar under both those Aumils.

Do you recollect whether a person of the name of Anund Row was employed in any capacity under either of those two Aumils?—No; I did not know any such person.

Anund Row (the writer of the Bond in the name of Gopaul Row) being pointed out to the Witness, he is asked whether he knows him?—I do not know him.

Before you left Manargoody, did you receive a summons to come to Madras from the Supreme Court?—No.

Why have you come to Madras?—I came to endeavour to obtain service.

Did you come to Madras by desire of any particular person?—No.

Did you come to Madras in company with Arnachella Pillay and Shunker Narain Pillay?—Yes, I did.

(Signed) Mootovelayoodum Pillay.

Sworn and signed before us this 14th day of January 1809.
(Signed) S. T. Goad.
Hy Russell.

A true Coy. (Signed) S. T. Goad.

DEPOSITION of Arnachella Pillay, on oath; taken this 14th of January 1809.

(No. 141.)

WHAT is your name, and where do you live?—My name is Arnachella Pillay, and I live in the village of Melaradhamore, in the Talook of Manargoody.

What is your profession?—I am a cultivator, and have five ploughs.

How long have you lived in the district of Manargoody?—During my whole life.

At what Cutcherry do you pay rent?—At the Cutcherry of Manargoody.

Do you recollect when Paupiah Bramin rented the district of Manargoody?—I do.

In what year, and for how long did Paupiah rent that district?—Paupiah rented that district for the three years Calayoodre, Siddhatree, and Roudree.

Were you in the habits of going to the Cutcherry at Manargoody during those three years?—I was.

Did you know the persons who were employed under the Aumils of the Cutcherry of Manargoody during those three years?—I did.

Do you know the names of the Aumils who were employed under Paupiah during those three years?—I do.

What

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Con^s. (No. 141.)

What are their names?—For the first year, Vencat Row was Aumil; for the second year, Bhowanee Shunkur Row; and for the third year, Ramashashageeree Jyer.

Do you know who held the office of Moojmooadar under Vencat Row?—A person named Reddy Row first held that office, and after him a person named Anund Row.

What sort of a person was that Anund Row?—He was a fair man, neither very tall nor very short, nor very fat nor very thin, and about forty years of age.

Should you know that person, if you were to see him?—I should.

How long did that Anund Row hold the situation of Moojmooadar under Vencat Row?—He was employed for three months as Moojmooadar, and after that as Jewab Navesse, but for how long I do not recollect.

Anund Row (the writer of the Bond in the name of Gopaul Row) being brought before the Deponent, he is asked, whether that is the person who was employed under Vencat Row?—No, this is not the person.

Did you ever see this person in any public capacity at the Cutcherry of Manargoody whilst Paupiah farmed that district?—No.

Did you receive a summons to come to Madras from the Supreme Court, before you left Manargoody?—No.

Why have you come to Madras?—Summonses were received by many of the Manargoody Peasants; the Tehseeldar Narrain Pillay sent for my paternal uncle Periaperma Pilly Jyer, and told him that he would give me money, and would take care of my children, that the Peasants had you to Madras, to say that Anund Row was not Mujmooadar at Manargoody, and that if I would go to Madras and speak the truth on that point, he, Narrain Pillay, would give me money, and take care of my children.

Did Narrain Pillay give you any money, as he had promised your uncle he would do?—No.

Has nobody given you any money for travelling charges?—Nobody has given me any thing.

Who is taking care of your children?—I desired my uncle to take care of them; and I have come here, lest I should subject myself to the oppression of the Tehseeldar for not coming.

Explained by me, (Signed) Arnachella Pillay.
(Signed) Samy Nath.

Sworn and signed before us this 14th January 1809. (Signed) S. T. Goad,
H^y Russell.

Examined in Malabar. Interpreted in Hindoostanee.
A true Copy. (Signed) H^y Russell.

DEPOSITION of Roodrapa Naick, on oath; taken this 14th day of January 1809.

(No. 142.) WHAT is your name, and where do you live?—My name is Roodrapa Naick, and I live in the suburbs of the town of Manargoody.

How long have you lived there?—For a great many years; I and my father before me have lived there.

What is your profession?—I am head of the Peons, and am a cultivator.

At what Cutcherry do you pay rent?—At the Cutcherry of Manargoody.

Are you employed in the Cutcherry of Manargoody?—I am employed as Mohtadee, or head of the Peons, in that Cutcherry.

How long have you been so employed in that Cutcherry?—I and my father and my grandfather were employed for a hundred years at the head of the Peons in that Cutcherry, and I held the situation up to the period of the death of the late Nabob Omdut ul Omrah.

Was your attendance at the Cutcherry of Manargoody daily or not?—My attendance was daily.

Do you recollect Paupiah Braminy having the farm of Manargoody?—I do.

Do you recollect for how many, and during what years he held that farm?—Paupiah held the farm for three years, but during what years I don't know.

Do you recollect who were Aumils whilst Paupiah farmed that district?—First Vencat Row, after him Bhowanee Sunkur Row, and after him Ramashashageree Jyer.

Did you know the subordinate officers who were employed under those Aumils at the Cutcherry of Manargoody.—I did.

Do

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Con^s. (No. 142.)

Do you know who held the situation of Mugmoodar under Vincat Row?—First Reddy Row, and after him Anund Row.

How long did Anund Row hold that situation?—A short while.

What sort of a person was that Anund Row?—He was a fair, middle-sized, stout man.

How did he wear the mark on his forehead?—I do not recollect.

Should you know that person, if you were to see him now?—I should know him.

Anund Row (the writer of the Bond in the name of Gopaul Row) being shewn to the Witness, he is asked, whether that is the person who was employed at Manargoody under Vencat Row?—No, he is not the person.

Did you ever know this person in any capacity in the Cutcherry at Manargoody during the time that Paupiah farmed that district?—No; I did not ever know him in any capacity in that Cutcherry.

Have any questions been asked you lately at Manargoody, on this subject?—A gentleman lately sent for me at Manargoody, and asked me some questions, to which I gave answers, such as I have given to day.

From whom did you receive directions to attend upon that gentleman?—The Fushseeldar, Naidain Pillay, ordered me to attend upon the gentleman.

Explained by me,

(Signed) Samy Nath.

Sworn and marked before us this 14th day of January 1809.

(Signed) S. T. Goad,
H. Russell.

Examined in Malabar. Interpreted in Hindoostannee.

A true Copy. (Signed) W. Parker.

DEPOSITION of Kylasa Pillay, on oath; taken this 14th day of January 1809.

(No. 143.)

WHERE do you live?—At Ternaraoor, in Manargoody.

What is your profession?—I am a cultivator, and have ten ploughs.

At what Cutcherry do you pay rent?—At the Cutcherry of Manargoody.

How long have you lived in the Manargoody District?—For a very long time.

Do you recollect when Paupiah Braminy farmed that district?—Paupiah farmed Manargoody in the years Calayoodree, Siddhatree, and Roudree.

Were you in the habits of going to the Cutcherry at Manargoody during those years?—Yes.

Did you know the officers employed by the Aumils of Manargoody, in the Cutcherry at that place, during those years?—I did.

What were the names of the Mujmooadars who were employed under the Aumils at the Manargoody Cutcherry during those years?—Reddy Row; after, Anund Row and Sreenavas Row.

What were the names of the Aumils during those years at Manargoody?—First, Veetul Row attached the district, then Vencat Row became Aumil, after him Bhowanee Shunkur, and then Ramshashageere Jyer.

What sort of a person was the Anund Row whom you have mentioned as having held the place of Mujmooadar?—He was a fair stout man.

If you were to see that person, should you know him?—Yes.

Anund Row, the writer of the Bond in the name of Gopaul Row, being shewn to the Witness, he is asked, whether that is the person who served as Mujmooadar at Manargoody?—No.

Did you ever know this person in any public capacity in the Cutcherry of Manargoody, during the time that Paupiah farmed that district?—No, I did not.

(Signed) Kylasa Pillay.

Sworn and signed before us this 14th day of January 1809.

A true Copy. (Signed) W. Parker.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 144.)

DEPOSITION of Shunkernarain Pillay, on oath; taken this 14th day of January 1809.

WHAT is your name, and where do you live?—My name is Shunkernarain Pillay, and I live at the village Veerana Nellore, in the Talook of Manargoody.

How long have you lived there?—During my whole life.

What is your profession?—I am a cultivator; and have acted as Peishkar in the Talook of Wiediarpollum, and have ten ploughs.

Do you recollect in what years Paupiah farmed the district of Manargoody?—I recollect that he farmed the district in the year Calayoodree, and that he held the farm during that year, and during the following years Siddhatree and Roudree.

At what Cutcherry do you pay rent?—At the Cutcherry of Manargoody.

Were you in the habits of going to the Cutcherry of Manargoody, during the time that Paupiah farmed the district?—I was not; my father's brother used to go, he being my superior.

Did you know any of the officers who were employed in the Cutcherry of Manargoody whilst Paupiah Braminy farmed that district?—No.

Do you know who where the Aumils under Paupiah?—I have heard their names were, first, Vencat Row, during the first year; during the second year, Bhownee Sunkur; and during the third year, Ramashashgeeree Jyer.

Have you lately received a summons from the Supreme Court?—I received no summons before I left Manargoody; but I have received a summons which I have now in my hand. (This summons, on inspection, appears to be a summons from the Commissioners)

For what purpose have you come to Madras?—Fifteen days ago, at night, I was in my own village, when my paternal uncle went to the Cutcherry of Manargoody; the Tehseeldar Narain Pillay asked my uncle what I was doing? my uncle said, that I was in the village; Narain Pillay then told my uncle that summonses had been sent to the peasants, and that they had gone to speak what was not the truth; and that as I had nothing to do, he would give me money and a horse to go to Madras. This he told my uncle, who mentioned it to me. The next day a Dhutyte came from the Cutcherry of Tirvanundapoorum, to call the Tehseeldar, who went there.

You have not yet stated by whose desire you came to Madras?—I came by desire of my uncle, in consequence of what the Tehseeldar, said to him.

Did the Tehseeldar give you any money and a horse, as your uncle told he had promised to do?—No.

What is your paternal uncle's name?—Periapirma Pillay.

Had you any conversation with Narain Pillay, relative to your coming to Madras?—No, I did not see him.

Anund Row, the writer of Gopaul Row's Bond, being pointed to the Deponent, he is asked whether he knows him?—No, I do not.

(Signed) Shunkernarain.

Sworn and signed before us this 14th January 1809.

(Signed) S. T. Goad,
H. Russell.

A true Copy. (Signed) W. Parker.

DEPOSITION of Govind Row, on oath; taken the 14th of January 1809.

(No. 145.)

DO you know Khayana Sooba Row?—I do.

Do you know Bheem Row and Arnachella Row?—I do.

Did you ever see them at Sooba Row's house?—Yes, I have seen them there.

On what occasion have you ever seen them there?—I have been in the habit of seeing them there frequently, but I remember particularly that about the month of Anee last, I was there with them both; and Sooba Row, Sreenavawas Row, and Muttus Kishen Row, and Bheem Row, spoke to Sooba Row of the difference that existed between him and Reddy Row; and said that if he would procure 2,000 pagodas, to be paid to each of them, they would engage to bring Reddy Row into difficulty. Sooba Row said that he did not require to employ them himself, but that he would mention their proposal to Paupiah. On the third day after this, Sooba Row, Sreenavawa Row, Bheeman Row, Arnachella Row, and I, were at Sooba Row's house, when Paupiah, and after him Muttees Kishen Row, joined us; Sooba Row and Paupiah went on one side, and talked together privately, after which Pupiah went away;

Sooba Row then said, that he had communicated to Pupiah the proposal of Bheem Row and Arnachella Row, and that Paupiah had promised, in the event of their succeeding in their attempt to overthrow the Bond in the name of Gopaul Row, that he would give them some reward. Soon after this we separated and went away. A few days afterwards I went with Sooba Row and Bheem Row, and Arnachella Row, to Paupiah's house; Paupiah told Bheem Row and Arnachella Row, that he understood they had proposed to bring Reddy Row into difficulty, and asked them how they intended to effect it; they said, that the Commissioners had advertised Reddy Row's Bond in the name of Gopaul Row, for investigation; and that if Paupiah would write to the Commissioners, charging that Bond to be a forgery, they would, by some means or other, support the charge, and invalidate the Bonds. Soon after this I went away.

(Signed) Govind Row.

Signed before us this 14th of January 1809.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Dewannee Sreenawaws Row, on oath; taken the 14th of January 1809.

(No. 146.)

DO you know Khajana Sooba Row?—I do.

Do you know Bheem Row and Arnachella Row?—I do.

Did you ever see them at Sooba Row's house?—I have seen them there.

On what occasion did you see them there?—I have seen them there on many occasions, but I particularly recollect, that about seven months ago I saw them there; one day, Sooba Row, Govind Row, Muttees Kishen Row, were present as well as myself and Bheem Row and Arnachella Row. Bheem Row and Arnachella Row were talking with Sooba Row about the enmity that existed between him and Paupiah and Reddy Row, and they said that they would bring Reddy Row into difficulty; they desired Sooba Row to mention this to Paupia, and to propose to him, that as they were in great distress, he should immediately give them some relief, and ultimately reward them with 2,000 pagodas a-piece. Sooba Row told them that he would speak to Paupia, and give them an answer. Two or three days after this, Sooba Row, Govind Row, I, and Bheem Row, and Arnachella Row, were sitting together at Sooba Row's house, when Paupia came there, and soon after him Muttees Kishen Row; Paupia and Sooba Row went on one side, and talked together privately for a little time; Paupia then went away, when Sooba Row said to Bheem Row and Arnachella Row, that he had repeated their proposal to Paupiah, and that he had promised, in the event of their succeeding in what they had offered to do, to give them some reward. Soon after this we all went away.

(Signed) Sreenawaws Row.

Signed before us this 14th day of January 1809.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Moottyer, on oath; taken the 16th of January 1809.

(No. 147.)

ARE you an inhabitant of the district of Manargoody?—No; I am an inhabitant of the village of Keelamoongaluddy, in the district of Chillumbrum.

Did you reside there while Paupiah farmed that country?—Yes, I did.

Did you at that time know any person of the name of Anund Row employed in any capacity about the Cutcherry, either at Chillumbrum or Manargoody?—No, I did not.

(Signed) Moottyer.

Signed before us this 18th day of January 1809.

(Signed) S. T. Goad,
H. Russell.

(Signed) Samy Nath.

A true Copy. (Signed) S. T. Goad.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras. for perjury.

Bengal Pub. Cons. (No. 148.)

DEPOSITION of Arnachella Pillay, on oath; taken the 16th of January 1809.

ARE you an inhabitant of the district of Manargoody?—I live in the village of Manargoody.

Did you live there while Paupia farmed the country?—Yes.

Did you know a person of the name of Anund Row employed at that time in any capacity about the Cutcherry of Manargoody?—I do; I remember a person of that name employed there as Mujmoodar Juwabnuvees and Chaukee Nubees.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, if that is the Anund Row whom you knew at Manargoody?—No, that is not the man.

Since your arrival at Madras now, have you seen the Anund Row whom you knew at Manargoody?—Yes, about twelve days ago I saw him at the house of Paupia's lawyer, in the Fort.

(Signed) Arnachella Pillay.

(Signed) Samy Nath.

Signed before us this 16th January 1809.

(Signed) S. T. Goad,
H. Russell.

A true Copy. (Signed) S. T. Goad.

(No. 149.)

DEPOSITION of Ersapilla, on oath; taken the 16th of January 1809.

ARE you an inhabitant of the district of Manargoody?—I am an inhabitant of the village of Koopungcolly, in the district of Manargoody.

Did you reside there while Paupiah farmed that country?—Yes, I did.

Did you at that time know a person of the name of Anund Row employed in any capacity about the Cutcherry of Manargoody?—Yes, I knew a person of that name employed there as Mujmooadar and Juwoob Navees.

The writer of the Bond in the name of Gopaul Row, being shewn to the Deponent, he is asked, if that is the Anund Row he knew at Manargoody?—No, that is not the man.

(Signed) Ersapilla.

(Signed) Samy Nath.

Signed before us this 16th of January 1809.

(Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) S. T. Goad.

(No. 150.)

DEPOSITION of Aya Wyun, on oath; taken the 16th of January 1809.

ARE you an inhabitant of the District of Manargoody?—I am.

Did you reside there when Paupia farmed that country?—I did.

Did you know a person of the name of Anund Row employed during that time in any capacity about the Cutcherry of Manargoody?—I knew a person of that name employed there as Mujmooadar Juvab navees and Choukeenavees.

The writer of the Bond in the name of Gopaul Row, being shewn to the Deponent, he is asked, if that is the Anund Row he knew at Manargoody?—No, that is not the man.

(Signed) Aya Wyun.

(Signed) Samy Nath.

Signed before us this 16th January 1809.

(Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) S. T. Goad.

(No. 151.)

DEPOSITION of Tiroomala Puddyatchee, on oath; taken the 16th of January 1809.

ARE you an inhabitant of the district of Manargoody?—I am an inhabitant of the village of Koopungcoolly, in the district of Manargoody.

Did you reside there when Paupia farmed that country?—I did.

Did

Did you know a person of the name of Anund Row employed at that time in any capacity about the Cutcherry of Manargoody?—Yes; I knew a person of that name who was employed there as Juwabnanees.

The writer of the Bond in the name of Gopaul Row, being shewn to the Deponent, he is asked, if that is the Anund Row he knew at Manargoody?—No, that is not the man.

(Signed) Tiroomala Puddyatchee.

Signed before us this 16th of January 1809.

(Signed) S. T. Goad,
Hy Russell.

(Signed) Samy Nath.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Ayena Charecur, on oath; taken the 16th January 1809.

(No. 152.)

ARE you an inhabitant of the district of Manargoody?—I am an inhabitant of the village of Adoor, in the district of Manargoody.

Did you reside there while Paupiah farmed that country?—Yes.

Did you at that time know a person of the name of Anund Row employed in any capacity about the Cutcherry of Manargoody?—Yes, I did; he was Mujmooadar and Juwab navees.

The writer of the Bond in the name of Gopaul Row, being shewn to the Deponent, he is asked, if that is the Anund Row he knew at Manargoody?—No, that is not.

Have you, since you now came to Madras, seen the Manargoody Anund Row any where?—Yes; about twelve days ago I saw him at the office of Paupiah's lawyer.

(Signed) Ayena Chareeur.

(Signed) Samy Nath.

Signed before us 16th of January 1809.

(Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) Hy Russell.

DEPOSITION of Sheikh Mohummud Soobadar, on oath; taken the 16th of January 1809.

(No. 153.)

ARE you an inhabitant of the district of Manargoody?—I am. When the Nabob held the Carnatic, I commanded a party of 100 men in the service of the Nabob, in that district.

Were you in the district when it was farmed by Paupia?—I was.

Did you know a person of the name of Anund Row employed during that time in any capacity about the Cutcherry of Manargoody?—I remember at that time a person name Anund Row, who was employed as a Serishtadar, and afterwards as a Choukee Navees in the Cutcherry of Manargoody; he was pitted with the small pox, had a few gray hairs on his chin, and was I suppose about 40 years of age.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, if that is the Anund Row whom he knew at Manargoody?—No, that is not the person.

The mark of Sheikh Mohummud.

Signed before us this 16th day of January 1809.

(Signed) S. T. Goad.
H. Russell.

A true Copy. (Signed) H. Russell.

DEPOSITION of Sheysheyer, on oath; taken the 16th of January 1809.

(N° 154).

ARE you an inhabitant of the district of Manargoody?—No; I am an inhabitant of the village of Currypoor, in the district of Chillumbrum.

Did you reside there at the time that Paupia farmed that country?—Yes.

Did you at that time know a person of the name of Anund Row, who was em-

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

ployed in any capacity about the Cutcherry of Chillumbrum or Månargoody ?—No, I did not.

(Signed) Sheysheyer.

(Signed) Samy Nath.

Signed before us this 16th of January 1809.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Nath Kunnuk Rama Sawmy Pillay, on oath; taken January 16th 1809.

(No. 155.) ARE you an inhabitant of the district of Manargoody ?—I reside at the village of Veerana Nellore, in the district of Manargoody.

Did you live there while Paupiah farmed that country ?—Yes, I did.

Did you know a person of the name of Anund Row employed during any part of that time in any capacity about the Cutcherry of Manargoody ?—Yes, there was a person of that name employed there as Juvab Navees.

The writer of the Bond in the name of Gopaul Row, being shewn to the Deponent, he is asked, if that is the Anund Row he knew at Manargoody ?—No, that is not the man.

Since your arrival at Madras, have you any where seen the Manargoody Anund Row ?—Yes; about ten days ago I saw him at Paupiah's lawyer's office in the Fort.

(Signed) Nath Kunnuk Rama Sawmy Pillay.

(Signed) Samy Nath.

Signed before us this 16th of January 1809.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Vissooa Nada Paddyatchee, on oath; taken the 16th of January 1809.

(No. 156.) ARE you an inhabitant of the district of Manargoody ?—I am an inhabitant of the village of Koopung Coolly, in the district of Manargoody.

Did you reside there while Paupia farmed that country ?—I did.

Did you know a person of the name of Anund Row employed at that time in any capacity about the Cutcherry of Manargoody?—I knew a person of that name who was employed there as a writer and choukeenavees.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, if that is the Anund Row he knew at Manargoody ?—No, that is not the man.

(Signed) Visooa Nada Paddyatchee.

(Signed) Samy Nath.

Signed before us this 16th of January 1809.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) Henry Russell.

DEPOSITION of Ramyer, on oath; taken the 16th of January 1809.

(No. 157.) ARE you an inhabitant of the district of Manargoody ?—No; I am an inhabitant of the village of Coomeratchee, in the district of Chillumbrum.

Did you reside there at the time when Paupia farmed the country ?—I did.

Did you at that time know any person of the name of Anund Row, who was employed in any capacity about the Cutcherry of Chillumbrum or Manargoody ?—No, I did not. (Signed) Ramyer.

(Signed) Samy Nath.

Signed before us this 16th of January 1809.

(Signed) S. T. Goad.
Hy Russell.

A true Copy. (Signed) Hy Russell.

DEPOSITION of Narrain Ayingar, on oath; taken the 16th January 1809.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

(No. 158.)

ARE you an inhabitant of the district of Manargoody?—I am an inhabitant of the village of Kneerajopoorum, in the district of Manargoody.

Were you an inhabitant of it while Paupia farmed the country?—I was.

Did you know a person of the name of Anund Row employed at that time in any capacity about the Cutcherry of Manargoody?—I do remember a person of that name employed there as Mujmooadar.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, if that is the Anund Row whom he knew at Manargoody?—That is not the man.

Have you, since you now came to Madras, seen the Anund Row whom you knew at Manargoody?—Yes; I saw him about ten days ago at lawyer Light's office in the Fort. (Signed) Narrain Ayingar.

Signed before us this 16th day of January 1809.

(Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) W. Parker.

DEPOSITION of Mohummud Rehmutoolla, on oath; taken the 16th of January 1809.

(No. 159.)

ARE you an inhabitant of the district of Manargoody?—No; I am an inhabitant of Chillumbrum.

Were you at Chillumbrum while that country was farmed by Paupia?—I was.

Did you know a person of the name of Anund Row employed at that time in any capacity about the Cutcherry, either at Chillumbrum or Manargoody?—I do not recollect any person of that name being employed there during Paupia's time.

Do you remember a person of that name being employed there at any other time?—I do not remember a person of that name being employed in any capacity at any time; but while the country was held by Noor Sahile, before Paupia, I occasionally saw a person of the name of Anund Row at Chillumbrum.

How often, and when did you see him?—I cannot exactly recollect; but during one year, upwards I think of ten years ago, I may have seen him about ten times.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, if that is the person whom he saw at Chillumbrum?—He is the same man. (Signed) Mohummud Rehmutoolla.

Signed before us this 16th of January 1809.

(Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) W. Parker.

DEPOSITION of Chillumbum Natoo Narrain Ayengar, on oath; taken the 18th of January 1809.

(No. 160.)

ARE you an inhabitant of the district of Manargoody?—No; I am an inhabitant of the village Commerachee, in the district of Chillumbrum.

Did you reside there when Paupia farmed that country?—I did.

Did you at that time know a person named Anunda Row employed in any capacity about the Cutcherry, either at Chillumbrum or Manargoody?—I do not remember a person of that name. (Signed) Narrain Ayengar.

Signed before us this 16th of January 1809.

(Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) W. Parker.

DEPOSITION of Aho Bolyun, on oath; taken the 16th of January 1809.

(No. 161.)

ARE you an inhabitant of the district of Manargoody?—I am an inhabitant of the village of Manargoody.

Did you reside there while Paupia farmed that country?—Yes; at that time I was young, and I used to attend the Cutcherry at Manargoody, for the purpose of learning to write.

Did you at that time know a person named Anunda Row, who was employed in any capacity about that Cutcherry?—I do not recollect.

The

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, if he ever remembers to have seen him about the Cutcherry at Manargoody?—I do not remember that I ever saw him there.

(Signed) Aho Bolyun.

Signed before us on this 16th January 1809.

(Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) W. Parker.

DEPOSITION of Natoo Poonumbula Pillay, on oath; taken the 16th January 1809.

(No. 162.) ARE you an inhabitant of the district of Manargoody?—No; I am an inhabitant of the village of Torreecherameydoo, in the district of Chillumbrum.

Did you reside there when Paupia farmed that country?—I did.

Did you at that time know a person named Anunda Row, who was employed in any capacity about the Cutcherry, either at Chillumbrum or Manargoody?—Yes; I remember a person of that name, who was at Chillumbrum with Paupia's brother Ramasanemy.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, if that is the person he saw at Chillumbrum?—No, he is not the man.

(Signed) Natoo Poonumbula Pillay.

Signed before us this 16th day of January 1809.

(Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) W. Parker.

DEPOSITION of Pereia Samy Pillay, on oath; taken the 18th January 1809.

(No. 163.) ARE you an inhabitant of the district of Manargoody?—I am an inhabitant of the village of Rajeendra Choleygum, in the district of Manargoody.

Did you reside there while Paupia farmed that country?—Yes, I did.

Did you at that time know any person named Anunda Row, who was employed in any capacity about the Cutcherry of Manargoody?—Yes; there was a person of that name employed there as Mujmoodar and Juwabnuvees.

The writer of the Bond in the name of Gopaul Row, being shewn to the Deponent, he is asked, Is that the Anund Row whom he knew at Manargoody?—No, that is not the man.

(Signed) Pereia Samy Pillay.

Signed before us this 16th day of January 1809.

(Signed) S. T. Goad,
Hy Russell.

DEPOSITION of Morteea Pillay, on oath; taken 17th January 1809.

(No. 164.) ARE you an inhabitant of the district of Manargoody?—No; I am an inhabitant of the village of Poonung Kunnee Metoo, in the district of Chillumbrum.

Did you reside there when Paupia farmed that country?—Yes, I did.

Did you ever know a person of the name of Anunda Row employed in any capacity about the Cutcherry, either at Chillumbrum or Manargoody?—Yes; I remember a person of that name in the Cutcherry at Chillumbrum with Paupia's brother Ramasawmy.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, if that is the Anunda Row he knew at Chillumbrum?—No, that is not the man.

(Signed) Morteea Pillay.

Signed before us this 17th January 1809.

(Signed) Samy Nath,
S. T. Goad,
Hy Russell.

A true Copy. (Signed) S. T. Goad.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 165.)

DEPOSITION of Listoo Kunnuch Andea Pillay, on oath; taken January 17th 1809.

ARE you an inhabitant of the district of Manargoody?—No; I am an inhabitant of the village of Chillumbrum.

Did you reside there while Paupiah farmed that country?—Yes; I did.

Did you at that time know any person of the name of Anunda Row, who was employed in any capacity about the Cutcherry, either of Chillumbrum or Manargoody?—Yes; I remember a person of that name, who was in the Cutcherry at Chillumbrum with Ramasamy, Paupia's brother.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, if that is the Anund Row he knew at Chillumbrum?—No; that is not the person.

(Signed) Andea Pillay.

Signed before us, this 17th January 1809.

(Signed) Samy Nath,
S. T. Goad,
Hy Russell.

A true Copy. (Signed) S. T. Goad.

DEPOSITION of Vincat Roy, on oath; taken this 18th January 1809. (No. 166.)

OF what place are you an inhabitant?—I live in the town of Chillumbrum.

Did you reside there while Paupiah Braminy farmed that country?—Yes; I did.

Did you know at that time any person of the name of Anund Row, who was employed in any capacity in the Cutcherry of Chillumbrum?—Yes; I remember a person of that name who was employed in the Cutcherry of Chillumbrum whilst Ramasamy was at Chillumbrum.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, if that is the person by name Anund Row he knew at Chillumbrum?—No; that is not the person.

(Signed) Vincat Roy.

Sworn and signed before us, this 18th January 1809.

(Signed Samy Nath,
S. T. Goad,
Hy Russell.

A true Copy. (Signed) S. T. Goad.

DEPOSITION of Coop Iyah, on oath; taken this 18th January 1809. (No. 167.)

OF what place are you an inhabitant?—I live in the town of Chillumbrum.

Did you reside there while Paupiah farmed that district?—Yes; I did.

Did you at that time know any person of the name of Anund Row, who was employed in any capacity in the Cutcherry at Chillumbrum?—I knew a person of that name under Paupiah's brother, Ramausamy.

The writer of the Bond in the name of Gopaul Row being shewn to the Deponent, he is asked, If that is the person of the name of Anund Row whom he knew at Chillumbrum, under Ramasawmy?—No; he is not the person. The Anund Row I have mentioned was an inhabitant of that part of the country, and wore the mark in a horizontal direction upon his forehead.

(Signed) Coop Iyer.

Sworn and signed before us, this 18th January 1809.

(Signed) S. T. Goad,
Henry Russell.

A true Copy. (Signed) W. Parker.

DEPOSITION of Anasawme Iyer, on oath; taken this 18th January 1809. (No. 168.)

OF what place are you an inhabitant?—I live in the town of Chillumbrum.

Did you live there when Paupiah farmed that country?—Yes; I did.

Did you know at that time any person of the name of Anund Row, who was employed in any capacity about the Cutcherry at Chillumbrum?—Yes; I remember a person of that name employed by Ramasawmee, Paupiah's brother, to write his papers.

The writer of the Bond in the name of Gopaul Row being shewn to the Witness,

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

he is asked, If that is the person who served under Ramasamy?—No; he is not the person. The Anund Row I speak of was an old man, sixty years of age.

(Signed) Anasawme Iyer.

Sworn and signed before us this 18th January 1809.

(Signed) S. T. Goad,
Hy Russell.

A true Copy. (Signed) W. Parker.

DEPOSITION of Mootoo Sawmy Jyah on oath; taken this 18th day of January 1809.

(No. 169.)

OF what place are you an inhabitant?—I live in the village of Calamungulader, in the district of Chillumbrum.

Did you reside there at the time Paupiah farmed the country?—Yes; I did.

Did you at that time know any person of the name of Anund Row, who was employed in any capacity about the Cutcherry at Chillumbrum?—Yes; I remember a person of that name under Ramasaumee, Paupiah's brother, but not in employment in the Cutcherry.

The writer of the Bond of the name of Gopaul Row being shewn to the Witness, he is asked, if that is the person he knew at Chillumbrum named Anund Row, under Ramasawmy?—No; he is not the person. The Anund Row I knew used to wear the mark on his forehead in a horizontal direction.

(Signed) Mootoo Sawmy Jyer.

Sworn and signed before us, this 18th January 1809.

(Signed) S. T. Goad,
H. Russell.

A true Copy. (Signed) W. Parker.

(No. 170.)

THE sum of thirty-eight thousand and five hundred star pagodas, the half of which is nineteen thousand two hundred and fifty star pagodas, on account of the necessity of my own affairs, for the purpose of paying the Company's kists, has been received from Gopaul Row, as a loan to run at interest, please God; the said sum, with interest at 1 pagoda per cent. per mensem, shall be delivered in fourteen months time, and this Bond taken back.

1210.
Omdut ul Omeer ul Hind.
Walla Jak.

The sum of star pagodas 38,500.

Written the 11th Suffer 1213 Higiree.

A true Translation. (Signed) S. T. Goad.
A true Copy. (Signed) Henry Russell.

Translation of N° 2.

Omdut ul Omrah Ameer ul Hind, Walla Jak.

To Gopaul Row and Vencat Rumun Chitty, inhabitants of Walla Jahnuggar, it is written: As for the purpose of transacting pecuniary concerns with Ameer Ally Khan, the Moostagur, or farmer of the mehals or districts composing the Sooba of Mahomedpore, from the beginning of year 1207 Fuslee, you have solicited a Letter of encouragement in your names, it is therefore written that you enter upon this concern with perfect ease of mind. Please God, the money borrowed shall be paid to you, according to the engagements of the said Khan, from the revenues of the said mehal. If the above-named should be removed before the re-payment of the money,

(No. 171.)

please God the balance shall be paid to you from the revenues of the districts. Written 27th Zeehy (corresponding with the 23d June 1797.

A true Translation. (Signed) S. T. Goad.
A true Copy. (Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 172.)

No. 3.

Representation from Reddy Row to the Nabob; in the Nabob's own hand-writing.

"The Swad."

"*Let it be entered in the Talook.*"

WHEN your Highness had appointed Unwar to the charge of Mohummudpore, you frequently observed to me, that Major Lindsay had deceived you about providing money for the kists on account of Mohummudpore, for the month of June 1797, and that Colonel Barrett had therefore supplied the amount of the kists, by borrowing 55,000 pagodas, through Dr. Connolly, from the house of Lautour and Co. That it was of first rate importance, that the Doctor should be re-paid according to engagement, and that you therefore wished that I would raise money to repay the Doctor by the stated time, either on account of the collections of Mohummudpore, or by borrowing money from other persons. In obedience to your orders, I considered this business to be essential, and am therefore engaged in the performance of it; may it please your Highness, as it is not possible that, at this season, money should arrive from the Talook to repay the Doctor in proper time, the Doctor cannot be satisfied unless money is borrowed. I have therefore borrowed money from Gopaul Row, Jeewana Naig, and some other persons, and am paying it in different sums through the Colonel to the Doctor, and the Doctor will repay it to Lautour and Co. and produce their receipts for the amount; I therefore take this liberty to state to your Highness, that I will apply, to the payment of the Doctor, the money which I have borrowed from Gopaul Row and others; and will cause *it to be entered in the Khazana (cash) accounts, as a remittance received from Unwur Khan.* The account of interest can be made up hereafter. *I therefore request to know your Highness*'s pleasure, whether the names of the persons, from whom the money has been borrowed, shall be entered in the accounts of the *Khazana, or in those of the Talook.* No difficulties or disputes will hereafter arise in settling the accounts of interest, &c. on this point. Whatever your Highness may direct shall be done.

The Representation of your Slave Reddy Row.

Indorsement.

On the 3d of Rubbee oolarvelatt 1212, (or 26th August 1797) this Paper was received into the Dufter, and a copy of it was sent to Unwarolly Khan Bahadur.

A true Translation and Copy.

(Signed) Henry Russell.

No. 4.

Representation from Reddy Row to the Nabob; in the Nabob's own hand-writing.

"The Swad."

"*The Khazana and Mohummudpore are the same.*"

THE sum of 12,700 pagodas has been remitted by Anwar Ally Khan on account of Mohummudpore, and 19,300 pagodas have been borrowed from Gopaul Row, making together 32,000 pagodas, of which, according to your Highness's orders, I have transmitted to your Highness's own hands, through Colonel Barrett, 12,000 pagodas, for the payment of the Jagheers of your family, and 19,300 pagodas on account of the revenue of Mohummudpore. The sums your Highness has expended on account of the females of your family, and they ought therefore to be entered in the Khazanah Accounts. On this point, whatever your Highness may direct, shall be done.

(No. 173.) Enclosure.

The representation of your slave Reddy Row.

(Indorsed)

On the 22d of Rubbee ool Awul A. H. 1212, (or 14th of Sept. 1797.)

A true Translation and Copy.

(Signed) Henry Russell.

No. 5.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 174.) Enclosure.

Representation from Colonel Barrett to the Nabob; in the Nabob's own hand-writing.

"The Swad."

"*It has arrived in time—I am happy.*"

THE sum of 12,700 pagodas remitted by Anwar Ally Khan on account of Mohummudpore, and 19,300 pagodas borrowed from Gopaul Row, altogether amounting to 32,000 pagodas, which Reddy Row paid to me, I have sent to your Highness, according to your orders, for the payment of the ladies of your family, by Palanquin Boys under charge of Pucha Mootoo.

Orderly.—I trust that you will do me the honour to acknowledge the receipt of it under your own hand.

(Indorsed.)

The representation of your slave Barrett.

19th of Rubbee ool Owul A. H. 1212,
(or 11th September 1797.)

A true Translation and Copy.

(Signed) H. Russell.

TRANSLATION, through the medium of the Persian language, of a Marhatta Paper delivered by Reddy Row.

(No. 175.) Enclosure.

ON the 2d of Chittree in the year Doondoobhee, (12th April 1803) Gopaul Row: The sum of 4,000 pagodas belonging to me was in your charge, and you advanced on loan to his Highness the Nabob Omdut ool Omrah the sum of 38,500 pagodas, and took a Bond for the amount in my name. Of that sum, 4,000 pagodas belonging to me was advanced as a part; this day you have paid to me the said principal sum of 4,000 pagodas, so belonging to me, together with the interest of it, and I have accordingly appropriated the same to myself; for the future I have no claim on the aforesaid Bond of his Highness. I have executed a Deed of Assignment to you, and you are therefore the proprietor of the Bond. The receipt above written is correct.

(Signed) Gopaul Row.

Witnessed by Rung Row
and Duttajee Row.

A true Translation and Copy,

(Signed) Henry Russell.

TRANSLATION, through the medium of the Persian language, of a Marhatta Paper delivered by Reddy Row.

(No. 176.)

ON the 2d of Chittree in the year Doondoobhee, (12th April 1803) Gopaul Row writes this Assignment to Roy Reddy Row, inhabitant of Madras. I advanced on loan to his Highness the Nabob Omdut ul Omrah through Anwar Ally Khan, renter of the district of Mohummudpore, the sum of 38,500 pagodas on a Bond of his said Highness, bearing date the 11th of Suffer A. H. 12 B. (26th July 1798). It still remains unpaid. This day I have received from you in cash the amount of both the principal and interest calculated up to this day, therefore the money due on the aforesaid Bond is now your property; I have no claim on it. On this account, I have of my own free will written this Assignment. Besides, I have given to you the satisfactory vouchers, which I hold under the seal and signature of the Nabob.

The writer of this Paper is Anund Row,

(Signed) Gopaul Row.

To this effect Duttagee Row and
Rung Row are witnesses.

A true Translation and Copy.

(Signed) Henry Russell.

TRANSLATION of a Persian Paper, found in the Dewanny Dufter, consisting of four sheets.

"The Nabob's *Alif* and *Swad*."

(No. 177.)

A compendious general Account of the receipts and disbursements on account of the

the districts of Mahomedpore for 1207 Fuslee, from the 1st of Adeemaus to the 27th of Aoneemaus in that year, (or from the 13th of July to the 8th of September 1797.)

Anwar ully Khan Behadur.

Star Pagodas - 99,103. 9. ½ of ¼

Principal - - - - - - - -	Pagodas	33,446	8½ ½ of ¼
Sundries - - - - - - - - -		65,657	—½
		99,103	9 ½ of ¼

Principal - Star Pagodas 33,446. 8½ and ½ of ¼; viz.

Former Balances - - - - - -		4,390	11¼
Current Balances - - - - - -		29,055	13¼ and ½ of ¼
		33,446	8½ and ½ of ¼

From the Districts, according to the Account of Receipts from the Talook:

Star Pagodas - 33,431. 8¼ and ½ of ¼

Former Balances - - - - - - - - -	4,375	11¼
Current Balances - - - - - - - - -	29,055	13¼
	33,431	8½
In part of the Nuzzer, or offering from the Washerman, on account of the Balances of the past year- - - - - -	15	—
	33,446	8½

A.

Sundries - Star Pagodas 65,657. ½; viz.

Sewye, or Sundries - - - - -	Star Pagodas	20,132	—½
Money borrowed - - - - - - - -		42,770	8½ ½ of ¼
Received, in part of the Balance of last year's Account Current		2,637	11 ½ of ¼
Price of Mushroo, or embroidered Cloth - - - -		116	12¼
		65,657	—½

Sewyee, or Sundries - Star Pagodas 20,132. ½; viz.

Revenue - - - - - - -	Star Pagodas	3,635	7 ¼ of ¼
Districts - - - - - - - - -		16,496	9½ and ½ of ¼
		20,132	—½

Nuzzer, or Present:

Present given into the hand - - - - - -		47	15¼ and ½ of ¼
Engagements of the Oilmen, &c.; viz.			
Engagements of the Oilmen - - -	Pagodas 14	9¼	
Apasawmee Suraf discharged - - - -	50	—	
		64	9¼
Present to your Highness - - - - - -		810	6
Present to the Subahdar - - - - - -		218	7¼ and ½ of ¼
Present on settling the Jeemabundee Enagagement for paying Rent - - - - - - - - -		—	9¼
Present to the Aumil - - - - - - -		295	11¼
Present on Sequestration - - - - - - -		1	7¼

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 177.)

Batta		32	11 ¼
Surplusses		1	7 ¼ and ½ of ¼
Illuminations		210	7
Manttrutee, or Taxes on Cattle grazing		—	9 ¾
Chungee Sayer, or Levies in kind on Rice		3	10 ½ and ½ of ¼
Fines		62	4 and ½ of ¼
Retrenchments in part of pay to Seebundee, or Officers employed in the Collections, and others		62	7 ½ of ¼
Mugma, or Duties upon Bags of Grain		13	12 ½ and ½ of ¼
Burdasht, or Expenses		18,049	8
Duties on Silk Worms		14	—
Cost of Plantains		1	— ½ of ¼
Fees of Canoongoes		8	12 ½ and ½ of ¼
Bribes		94	12
Receipts from Kirpa Cuttra		147	6 ½ and ½ of ¼
Star Pagodas		20,132	— ½

Second sheet (heading of the Paper as on the first sheet.)

Anwur Ally Khan's Seal.

Dustgardan, or Loans:

Sum Total - Star Pagodas	42,770.	8 ½ and ½ of ¼	
Running at Interest	37,046	6 ½ of ¼	
Without Interest	5,724	2 12 and ½ of ¼	
	42,770	8 ½ and ½ of ¼	
Viz.—Revenue not remaining at Interest	2,166.	3 ½ and ½ of ¼	
Family Jageer	1,990	—	
From Golam Huseen, Moonshee of Moottha Belpore, &c.	176	3 ½ and ½ of ¼	
	2,166	3 ½ and ½ of ¼	
Mehals	40,604.	5	
Running at Interest	37,046	— ½ of ¼	
Not running at Interest	3,557	14 ½ and ½ of ¼	
	40,604	5	

On account of Money borrowed from Vencat Rumun Chitty Soucar, Inhabitants of Walla Jahnuggur, under Bond, Star Pag^{s}	1,000	—
Received by him	495	—
Balance	505	—
According to an Account of the Retinue of Anwar Ally Khan Behader - Pagodas	761	—
On account of Remittances from Pergunnah Elwanasoor	600	—
Star Pagodas	1,361	—
Deduct Money borrowed on account of Loan, made in the last year 1206 Fuslee; viz. Principal 840 —		
In part of Interest 26 —	866	—
	495	—

Balance of the Dustgurdan, as Money borrowed from Gopaul and others - - - - -	Star Pagodas	92,265	8½ and ½ of ¼
Deduct Teep of Muhonursimacharee and others, the amount of which, on account of their concealment, was not received by the Circar, but afterwards the sum of pagodas 50,000, borrowed from Vishonodutt Firwarree, under a Bond from Anwar Ally Khan Behauder, was received by the Circar through Reddy Row, and the Circar is in possession of the amount of it		50,000 —	
Balance - - -		42,265	8½ and ½ of ¼
Gopaul Row - - - - - - - -	Star Pagodas	35.000 —	
Balance due to Jewana Naick - - - - - -		7,265	8½ and ½ of ¼
		42,265	8½ and ½ of ¼

Receipts in part of the Balance of the past year, 1206 Fuslee:

Star Pagodas - 2,637. 11 ½ of ¼.

Revenue; viz.

Balance of Amount due up to the 22d of Aneemaus 1206 Fuslee - - - - - - - -	Pagodas	10	12½ and ½ of ¼
Collected by Reddy Row - -	60 —		
On account of Balance due from Moottha before - - -	— 14 ½ of ¼		
		60	14 ½ of ¼
	Pagodas - - -	71	10½
Mehals - - - - - - - - - -		2,566	—½ and ½ of ¼
		2,637	11 and ½ of ¼

Price of Mushroo, or embroidered Cloth, which Hafiz Ahmud Khan Behauder had ordered to be prepared, and which was kept in deposit at Fitgoody, and is now debited, one Bundle dispatched to Huzoor - - - Pagodas 116 12½

Anwur Ally Khan's Seal.

Disbursements -	96,897.	8½ and ½ of ¼	
Circar Concerns - - - - - - - -		81,204	—¼
Concerns of the Districts - - - - - - -		15,693	8 ½ of ¼
		96,897	8¼ and ½ of ¼

Circar Concerns -	81,204.	—¼	
Remitted - - - - - - - - - -		75,541	1½
Tunka holders and others - - - - - - -		5,662	14¾
		81,204	—¼

Remitted -	75,541.	1½	
Through the Vakeel - - - - - - - -		75,480	—
According to Perwunnahs, or Orders - - - - - -		61	1½
Star Pagodas -		75,541	1½

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 177.)

Through Jewajee Row Vakeel - Star Pagodas 75,480

Principal - - - - - - - - Star Pagodas	74,890	—
Nyaz, or Offering - - - - - - - - -	2,600	—
	77,490	—
Paid into the Treasury of the Huzoor - - - - -	5,750	—
Paid to the Huzoor - - - - - - - - -	32,000	—
In part of the Teep in the hands of Mr. Lautour - - -	37,730	—
	75,480	—

Anwur Ally Khan's Seal.

Paid into the Treasury of the Huzoor - - - - - 5,750 —

Third sheet (heading as before)

Disbursements on account of Circars, remitted through Jewajee Row Vakeel:

Principal, in the month of Aonee Maus - Star Pagodas 3,150

On the 26th - - - - - - - - - -	2,900	—
On the 27th - - - - - - - - - -	250	—
	3,150	—

Nyaz, or Offering - - - - - - - Star Pagodas 4,460 —

Deduct, entered in the Accounts of Receipts and Disbursements of the past year, 1206 Fuslee; viz.

2d Mohurrum 1212, corresponding with the 18th of Aneemaus - - - - - - -	960	—
11th Mohurrum of the same year, corresponding with the 26th of Aneemaus, through Colonel Barrett, to the charge of Doctor - - -	500	—
13th Mohurrum in the same year, corresponding with the 29th of Aneemaus, into the charge of Doctor Conolly - - - - - - -	400	—
	1,860	—
Balance - - - Pagodas	2,600	—

Month of Adeemaus - 1,100

3d of that month, through Colonel Barrett, of Mr. Johnston Pagodas	1,000	—
2d of the month, paid into the Treasury - - - -	101	—
Pagodas - -	1,101	—

Month of Aonee Maus - - - - - Star Pagodas 1,500 —

Paid to the Presence on the 31st of Aoneemaus - - Pagodas	35,000	—
Deduct Money ordered for the Jageer of the Family - -	3,000	—
Balance - - - Star Pagodas	32,000	—

In part of Teep in the hands of Mr. Lautour, whose Receipts are in the custody of Apajee Row, Mooshrif of the Treasury of the Presence - Star Pagodas 37,730 —

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 177.)

In the month of Ademaus:

25th Mohurrum 1212 Hidgeree, corresponding with the 9th of the above month	900 —
26th of the same month, corresponding with the 10th of above month	5,200 —
29th of the same month, or 13th of the above month	3,300 —
3d of Suffer, on the 26th of the above month	7,400 —
6th of - D° - or 19th of D°	2,000 —
9th of - D° - or 2d of D°	1,650 —
10th of the same month, or 23d of - D°	1,500 —
12th of - D° - to 17th of the same month, corresponding with 30th of Adeemaus 3340; viz.	
1st	385 —
3d	615 —
4th	500 —
5th	2,825 —
10th	1,915 —
11th	500 —
14th	5,000 —
15th	500 —
23d	200 —
Star Pagodas	12,440 —

According to Purwannas, or orders of the Huzoor, - - Star Pagodas 61 1¼

According to Purwana or order, dated ( ) to pay the Infantry and Artillery, through Behram Jung - - - - 25,000 —

Received - - - - - - - - - - 5 —

According to Purwannah, dated 14th Suffer 1212 Higeree, to pay the Cavalry and Infantry and Artillery in the service of the Circar, through Meer Cootabooddeem Khan - - - - - - 24,000 —

Received - - - - - - - - - - 27 —

According to an Enogetnananoah, dated ( ) to purchase Paper, 100 Rupees, or - - - - - - - - - - 29 1¼

Tunka Holders and others, Star Pagodas 5,662. 14¼

Tunka Holders - - - - - - - -	390	8
Towjeeh Holders - - - - - - - -	4,320	13½ of ¼
Sundries - - - - - - - - -	951	9½ and ½ of ¼
	5,662	14¼

Expenses of the Districts, Star Pagodas 15,693. 8½ of ¼

Day Pensioners - - - - - - - - -	80	5½ and ½ of ¼

Seebundee, or Charges of Collections:

Cutcherry Expenses - - - - - - - -		2,912	7¼
Districts - - - - - - - - -		9,752	8½ and ½ of ¼
Sadir Vadir, or Assistance to Travellers and others, viz.			
Cutcherry of the Soobah - - - - -	466	14	
Mehals, or Districts - - - - -	620	9¼	
	1,087	7¼	
Repairs of Tanks, &c. - - - - - -		185	1¼

Anwur Ally Khan's Seal.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 177.)

Transfer of Loan, on account of last year, Pagodas 1,675. 8¼ and ¼ of ¼

Revenue:			
To Vencat Rumun Chitty	840		
Mootoo Chitty	231		
		1,071	—
Districts of Kawdirabad		604	8¼ and ¼ of ¼
		15,693	8½ of ¼

Anwur Ally Khan's Seal.

Balance:			
Star Pagodas		2,206	—½
Revenue, &c.		10	—½ and ½ of ¼
Balance of Revenue		1	15 and ½ of ¼
Balance on account of Retinue		8	2½
Stock of Wax received from the Talook in deposit with the Surraf		1	8
On account of Advances detailed by name in the Receipts and Disbursements of the Revenue		14	—½
		25	9¼
Tabook, Star Pagodas		2180	—
		2,205	9¼
According to the accounts of the Receipts of the Talook		1,825	8½

Advances entered in the Account as a Disbursement, but the Villagers being answerable for the amount, it is now inserted as a Balance.

Advances on account of Belpore	201	14¼ and ½ of ¼		
Servamatoor	37	1¼ and ½ of ¼		
Bhowangeery	79	1¼		
			318	2
			2,143	10¼
Remaining		36 12¼		
Short weight of Rupees in the Treasury			16	9½
On account of Palankeen			2	6½
Remaining			17	12¼
			2,180	7¼

In dispute, &c. &c. has not been settled between the Aumils and the Villagers; after adjustment, the next balance will be known.

A true Translation. (Signed) S. T. Goad.

A true Copy. (Signed) Henry Russell.

TRANSLATION of a Persian Paper, found in the Dewauny Records.

(The words between commas are in the Nabob's hand-writing.)

"The *Alif* and *Swaad*."

"In every affair the Colonel is absolute."

(No. 178.) Enclosure.

Your Highness has given an order that no Suwail's orders for salaries, Tunkhas, Enayetr na's Bonds, Dustucks, or other Papers connected with any business whatever, should on any account be written by the Moonshees, Mootsuddies, or other officers, without the privity and knowledge of Colonel Barrett, and that if they should

either write or utter them, they would incur your Highness's most severe displeasure. On this point your Highness's pleasure is requested.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

Dated 18th Rubbee'oos Sance A. H. 1212, 10th October 1797.

Indorsement.

On the night of the 19th Rubbee'oos Sanee A. H. 1212, (11 October 1797.)

This Representation, with his Highness's signature, was delivered into the Dufter. An order was issued through Feroze Khan, that Colonel Barrett should be absolute, and should employ any body he choose on any business whatever.

A true Translation and Copy,

(Signed) Henry Russell.

TRANSLATION of an extract from a Persian Paper, found in the Dewanny Dufter, entitled,

"A List of Copies of the Enoyetnamas, Bonds, Memorandums, Suwaubs, and other Papers, relating to the loans which have been made to the Sirkar, through Roy Reddy Row, by Wisonauth, Thakoor, and other bankers; the original Papers herein referred to are forthcoming, according to the following detail, under the signature of his Highness the Nabob."

(No. 179.) Enclosure.

Suwab, &c. relating to the Translations with Gopaul Row and Jewana Naig.

Six Papers.

The Signature is an *Alif* and a *Swaad.*

1.—A Suwaul, dated the 11th Suffer, A. H. 1213, (26th July 1798), requesting his Highness to sign and seal two Bonds, in the names of the aforesaid persons.

2.—An Enoyetnama, under the seal and byze of his Highness, dated 27th Zehidge A. H. 1211, (23d June 1797), addressed to Gopaul Row and Wunkat Rumun Sitty, inhabitants of Wallaja-nugger, encouraging them confidently to advance money to Anwur Ally Khan Bahadur, Renter of the districts of Mohummudpore.

3.—Account current of the Dustgurdan of Gopaul Row, dated 10th Suffer A. H. 1213, (25th July 1798), exhibiting a balance due to him of 38,500 pagodas, in the name of Jewana Naig, for 7,265 pagodas.

4.—A Bond, under the seal and byze of his Highness, dated 11th Suffer, A. H. 1213 (26th July 1798).

5.—A Bond, dated 11th Suffer, A. H. (26th July 1798), in the name of Gopaul Row, for 38,500 pagodas.

6.—Memorandum of Mr. Lautour's receipts for the sum of 37,730 pagodas, paid to him out of the money borrowed from Gopaul Row, &c.

A true Extract and Translation,

(Signed) Henry Russell.

TRANSLATION of a Paper, found in the Dewanny Dufter, purporting to be the Suwaub relating to Gopaul Row's Bond, in the form of a Representation from Colonel Barrett to the Nabob.

"The Nabob's *Alif* and *Swaad.*"

Last year, being 1207 Fusly, 1797-8, the management of the Mehals composing the Sooba of Mohummudporee (Arcot) was for a time entrusted by your Highness to Anwur Ally Khan, when he borrowed from certain bankers star pagodas 42,000, thirty-five thousand from Gopaul Row, and seven thousand two hundred and sixty-five from Jewana Naig, and remitted the amount to your Highness in way of an advance. The above sum has been expended, partly on account of the Company's kists through Mr. Latour, and partly on account of your Highness's own expenses; accordingly, the amount borrowed from the above persons has been entered in a statement of the collections of the aforesaid Mehals of Unwar Ally Khan, which has been received under his seal and signature in the Dewanny records. Besides this, Enayetnamas have been granted by your Highness to the bankers, encouraging them to make advances without apprehension to Anwur Ally Khan, and assuring them, that if he should be removed before their loans had been repaid, they should be made good by the Sirkar. The bankers are in possession of those vouchers, and now demand payment of their loans: adverting to the scarcity of money, I have endeavoured to satisfy them by proposing, as an arrangement, that, for the present,

(No. 180.) Enclosure.

Bonds

No. 10.

Communications to The Court of Directors, from the GovernorGeneral; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

Bonds of the Sirkars should be granted to them, payable at the expiration of a certain period, and that the amount of those Bonds should be paid to them hereafter at the time specified. Accordingly, the bankers have now consented to take such Bonds: I have therefore caused to be prepared, and now send to your Highness, a Memorandum, containing a statement of the pecuniary transactions with Gopaul Row, and a Bond for the sum of 38,500 pagodas, including interest, in the name of Gopaul Row; and a Bond in the name of Jewana Naig, for 7,263 pagodas. I am hopeful that your Highness will honour them with your seal and signature, in order that they may be given to the bankers for their satisfaction.

11th Suffer 1213 Higeree, or 26th July A. D. 1798.

(Endorsed on the back.)
"Inspected."
"Examined."

A true Translation and Copy,
(Signed) Henry Russell.

TRANSLATION of a Persian Paper, found in the Dewany Dufter.

"The Nabob's *Alif* and *Swaad*."

Memorandum.

(No. 181.) Enclosure.

Dustgurdan account current of Gopaul Row, or account of the Soubah of Mohummudpore, under the management of the Anwur Ally Khan Bahadur, according to a statement of receipts and payments under the seal of the aforesaid Bahadur, up to the 27th of Ounee 1207 Fusly, (8th September 1797.)

Dated 10th Suffer	Star Pagodas -	38,791½
A. H. 1213, or 25th July 1798.	Principal Pagodas	35,000

Interest at the rate of one pagoda per cent. per annum, from the 27th of Ounee 1207 Fusly, answering to the 16th of Rubbee ool Awul A. H. 1212, (8th September 1797) up to the 10th of Suffer A. H. 1213, (25th July 1798) 350 pagodas per month, being for 10 months and 25 days, is pagodas - - - 3,791½

Received through Anwur Ally Khan Bahadur, pagodas - - 291½

Balance - 38,500

Indorsements, stated to be in the hand-writing
of Sreenavas Row, "It is understood."
of Reddy Row, "It is understood."

A true Translation and Copy. (Signed) Henry Russell.

TRANSLATION of a Persian Paper, found in the Dewauny Records.

"The Nabob's *Alif* and *Swaad*."

(No. 182.) Enclosure.

Memorandum of Mr. Latour's receipts for the money borrowed from Gopaul Row and others, 18 papers.

Star Pagodas 37,730.

In the month of Adee 9 papers, for star pagodas 25,290.

One receipt, dated the 21st July 1797, corresponding with the 25th of Mohurrun A. H. 1212, or 9th Adee, pagodas - - - - - - - -	900
One D°, dated 27th July 1797, or 10th Adee - - - - -	5,200
One D°, dated 25th of July 1797, or 13th Adee - - - -	3,300
One D°, dated the 28th July 1797, or 15th of Adee - - -	7,400
One D°, dated 31st July 1797, or 19th Adee - - - -	2,000
One D°, dated 3d August 1797, or Adree 22d - - - -	1,650
One D°, dated 4th August 1797, or Adree 23d - - - -	1,000
One D°, dated - - D° - - - - - - -	500
One D°, dated 11th August 1797, or Adree 30th - - - -	3,340

In the month of Ounee 9 papers, for star pagodas 12 400.

One receipt, dated the 2d Ounee, (14th August 1797) - - -	385
D°, - D° - 3d D°, 15th August 1797 - - -	615
D°, - D° - 4th D°, 16th D° - - - - -	500
D°, - D° - 5th D°, 17th D° - - - - -	2,450
D°, - D° - - - - D° - - - - - -	400
D°, - D° - 10th D°, 22d D° - - - - -	1,519

No. 10.

'Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

One Receipt, dated the 11 Ounee, (23d August 1797)	-	-	-	-	-	-	-	500
D°, - D° - 14th D°, 26th D°	-	-	-	-	-	-	-	5,000
D°, - D° - 15th D°, 27th D°	-	-	-	-	-	-	-	300
D°, - D° - 22d D°, 3d September D°	-	-	-	-	-	-	-	200

On the 15th of Rubbee ool Awul A. H. 1212, (7th September 1797) eighteen Receipts, for star pagodas 37,730, were delivered to Appoo Row Khazana, but one receipt for pagodas 200 is wanting.

A true Translation. (Signed) S. T. Goad.

A true Copy. (Signed) Henry Russell.

TRANSLATION of a Persian Paper, found in the Dewanny Dufter.

"The Nabob's *Alif* and *Swaad*."

(No. 183.) Enclosure.

I request that your Highness will be pleased to direct the necessary persons, specified in the following List, to attend me; and also, that your Highness will sanction, with your signature, the arrangements below suggested to granting Bonds to the Soucars, on account of the money advanced by them to complete the Company's kists.

Necessary persons to be attached to me:

Wunkut Row, Moonshey,
Reddy Row, son of Kesajkee Daso Mohurrar and Sushgurry, late Serishtadar of Mohummudpore.
4 Delayets.
2 Chobdars.
4 Hircarrahs.
1 Mashaulchee.

Colonel Barrett communicated to me your Highness's orders, that I should immediately raise money for the Company's kists on loan from the bankers, on account of the revenues of the districts of Tinnavelly, Madura and Vellore, and pay it into the Sirkar; and has told me, that at the end of the year the Sirkar will repay to the bankers, through me, whatever balance may remain due to them, after deducting the amount that may have been received from the districts. In consequence of this, I opened a negociation with the bankers of borrowing money from them; they require, that for the advances made by them, I should grant them my own Bonds. Your Highness will therefore be pleased to sanction, with your signature, the measure of granting those Bonds to the bankers for the money to be advanced by them for the Company's kists, the Nabob's *Alif* and *Swaad* occur in this place) in order that I may proceed with confidence to raise loans from the bankers on Bonds to be granted by myself for the Company's kists, and pay it into the Sirkar. The amount of the collections of the aforesaid districts may be made over to the bankers, and at the end of the year, whatever balance may still remain due to them, may be paid to them by the Sirkar.

Dated 1st Jommadar Oossanee A. H. 1215,
(or 20th October 1800.)

A true Translation and Copy. (Signed) Henry Russell.

Roy Reddy Row's Seal.

TRANSLATION of a Persian Paper, found in the Dewanny Dufter, purporting to be a Representation from Colonel Barrett.

(No. 184.) Enclosure.

The following words are in the Nabob's hand-writing, in pencil, proceeded by the "Alif" and "Swaad" of the Nabob:

"I am pleased and consent to this proposition; let the arrears of pay and a present "of twenty-five thousand rupees be given."

Roy Reddy Row, according to the pleasure of the Circar, devotes himself in a suitable manner to the management of the affairs of the Circar, and to the realization of the kists of the Talooks of Tinnavelly, &c. and formerly, according to the high command, he proceeded to make a settlement at Tirpetty, and having arranged the

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 184.) Enclosure.

Armanee business of that place with probity and good faith, he raised the produce of Tirpetty to near one lac of pagodas. It was also signified to him, that, in the event of arranging and settling Tirpetty, and causing the produce of it to amount to near one lac of pagodas, marks of favour and reward would be conferred upon him; and an Enayertnama, under the sign manuel, was issued to the above-named person, promising a donation of twenty-five thousand rupees during the past year; the above-mentioned person also mentioned to the gracious Presence the circumstance of the marriage of his daughter, and it was signified that a suitable present be made to him; nothing however was bestowed upon him: besides which, the sum of near six thousand four hundred pagodas, on account of arrears of pay which accrued during the displeasure of the Presence, has not been received, although payment was formerly ordered under a Paper bearing the sign manual. Your devoted slave, considering these circumstances, is emboldened to state them; and the above-mentioned is hopeful of your favour and kindness.

Written 26th Zeecad 1215 Higeree, (11th April 1801).

The Representation of your slave,

Barrett.

A true Translation. (Signed) S. T. Goad.

A true Copy. (Signed) Henry Russell.

TRANSLATION of a Persian Paper, found in the Dewauny Dufter.

(No. 185.) Enclosure.

Last night I had the honour of recommending to your Highness, that a clever writer should be attached to me by your Highness, in order that he might accompany me to Mohummudpore, and be employed in adjusting the accounts of the Circar. I mentioned a person of the name of Aunund Row as a clever writer, and proposed, with your Highness's approbation, to introduce him to you. Your Highness was pleased to direct that Anund Row should be introduced to your Highness, and that I should take him with me, and pay him, on account of the Sircar, a monthly salary of 40 rupees. [The Nabob's *Alif* and *Swaad* occur in this place.] In obedience to your Highness's orders, the above-named writer is in attendance. Whatever your Highness may direct will be done.

(Signed) Anund,

Your faithful slave.

Indorsement.

This Paper, under the signature of the Nabob, was received into the Dufter on the 24th Zehidge A. H. 1211, (20th June 1797); and an order was given that Anund Row should be introduced to his Highness.

A true Translation and Copy.

(Signed) Henry Russell.

TRANSLATION of a Paper, found in the Bucksheedufter.

(No. 186.) Enclosure.

The words between commas are written in pencil, in the Nabob's hand-writing.

"The *Alif* and *Swaad*."

From the 1st of Rubbee oos Sanee A. H. 1214, (2d September 1799) fifteen pagodas per month.

Memorandum.

Isem Naveesee (Registry) of Anund Row, son of Vencat Row, hopeful of favour and kindness.

One Person.

A true Translation and Copy.

(Signed) Henry Russell.

On the 5th Shaban 1215 Hidgeree, a Copy was received in the Hindee Serishta, or Office.

COPY of an Enayutnama under the Mohur i Klas, or Seal of the Nabob, dated 5th Shaban 1215 Hidgiree, (or 22d December 1800.)

(No. 187.) Enclosure.

To the dignified Roy Anund Row, farmer of Vellore, &c. For the sum of two hundred pagodas, the half of which is one hundred pagodas, on account of pay to Anund Row, a servant of the Circar attached to Colonel Barrett Behadur, a tunka has been granted, payable out of the collections of Talook Beringore, &c. for the year 1210 Fuslee. You are required to pay that sum to the above-named, and to

take a receipt, and hereafter according to this writing, and the receipt of it shall be included in and deducted from the accounts of that place. What more should be written?

A true Translation. (Signed) S. T. Goad.

A true Copy. (Signed) S. T. Goad.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 188.) Enclosure.

TRANSLATION of a Paper found in the Dewanny Dufter.

"The Nabob's *Alif* and *Swaad*."

A person named Anund Row, a Moonshy in the service of your Highness, is attached to Colonel Barrett, and is employed in your Highness's affairs, but he has not been honoured with a tunkha for the payment of his wages: your Highness's pleasure is therefore requested as to granting an order for the present year, and preparing a tunkha on the district of Vellore for the balance of his wages for the last year.

Dated 10th Mohurrum A. H. 1216, or 24th May 1801.

A True Translation and Copy. (Signed) H^r Russell.

TRANSLATION of three Persian Papers, found in the Dewanny Dufter.

1st Paper.

"The Nabob's *Alif* and *Swaad*."

Memorandum of Nuzzurs, &c. for 1207 Fuslee, (1797-8.)

(No. 189.) Enclosure.

Received 1,208 pagodas.

Nuzzur presented, on account of the Ramgaun, by the Zemindar of Catistry, 1,100 current pagodas.

Received through Aumajee Vakeel 1,178 pagodas.

On account of Willea Nellore, through Reddy Row, 30 pagodas.

Expended 1,207 pagodas 3 annas.

To Doctor Cannolly 1,070 pagodas.

In payment of the wages of Mootufa Ally Khan, 25 pagodas 12 annas.

Interest to Narrain Sitty, 80 pagodas.

On account of your Highness yourself, 110 rupees, or 31 pagodas 7 annas, of which, 30 rupees were delivered in cash, and 80 rupees were paid on account of wages to Anund Row, writer.

Balance, 13 annas.

2d Paper.

"The Nabob's *Alif* and *Swaad*."

Memorandum of Money received through Reddy Row, 10th Rejub A. H. 1213, (19th December 1798.)

Received 8,650 pagodas.

From Ongole 5,000 pagodas, making with 450 pagodas on account of Batta, 5,450 pagodas.

From Willen Nellore Bagore 1,700 pagodas monthly.

Payment from Vellore 1,500 pagodas, of which 1,000 was the regular amount, and 500 were on account of Nuzzurs.

Expended 8,292 pagodas 4 annas.

To Mr. Yeldham 2,000 pagodas.

Wages of servants, &c. 3,758 pagodas, of which 658 pagodas were paid through Tuckee Ally Khan, and 3,100 to Moostufa Ally Khan.

On account of your Highness yourself, for the pay of troops, &c. 1,534 pagodas 4 annas, of which, 1,500 pagodas were paid to your Highness, and 120 rupees or 34 pagodas 4 annas, were paid on account of the wages of Anund Row, writer.

To Byhram Jung, for the pay of the troops, &c. 1,000 pagodas.

Balance, 357 pagodas 12 annas, which will be received from Ram Row Vakeel of Angole.

3rd Paper.

In the Nabob's hand-writing.

"The *Alif* and *Swaad*;" and the words "I have seen it."

Memorandum of Nuzzurs on account of the Ramzaun 1208 Fuslee, (1798-9.)

Received 449 pagodas 9 annas.

From Pulleaghat 5 pagodas.

From

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 189.) Enclosure.

From Willen Nellore Bagore, through Reddy Row, on the 20th Ramzaun, (26th February 1799,) 100 pagodas, of which, 50 pagodas were in one payment and 50 in another.

From Godgeeree 100 pagodas.

From Chandergeeree 3 pagodas.

From Vellore 260 pagodas, of which only 160 pagodas have been received.

From Tirpetty on the 4th Shuwaul, (12th March 1799,) 11 pagodas.

From Oolkoonda 11 pagodas.

From Muhmood Bundier 10 pagodas.

From Wenkutumpeet, &c. on the 5th Shuwaul, (13th March 1799,) 49 pagodas 9 annas. The Nuzzur of the Talooks amounted to 43 pagodas 9 annas, and of the remaining 6 pagodas or 21 rupees, being the Aumitie Nuzzur, 11 rupees made one payment, and 10 rupees were received by your Highness's own hand.

According to your Highness's orders, 447 pagodas 14 annas have been paid to your Highness.

To your Highness, through Mohummud Hoossaine, Commandant, 415 pagodas.

On account of the wages of Anund Row, writer, 80 rupees, or 22 pagodas 14 annas.

Sydannee, according to an order given through the aforesaid Commandant, 10 pagodas.

Balance, 1 pagoda 11 annas.

A true Translation and Copy.

(Signed) Henry Russell.

TRANSLATION of four Persian Papers, found in the Dewanny Records.

1st Paper.

"The Nabob's *Alif* and *Swaad*."

(No. 190.) Enclosure.

I, Anund Row, a servant of the Circar, have received and appropriated to myself the sum of eighty rupees, the half of which is forty rupees, on account of my wages for two months, through Roy Anund Row. I have therefore written these few words as a receipt, which remain as a voucher for the future.

80 Rupees.

Dated 30th Resul A. H. 1212; or 18th January 1798.

(Signed) Anund Row.

2d Paper.

"The Nabob's *Alif* and *Swaad*."

I, Anund Row, a servant of the Circar, have received and appropriated to myself the sum of eighty rupees, the half of which is forty rupees, on account of my wages for two months, through Reddy Row. I have therefore written these few words as a receipt, which may remain as a voucher for the future.

80 Rupees.

Dated 8th Suffer A. H. 1213; or 23d July 1798.

(Signed) Anund Row.

3d Paper.

"The Nabob's *Alif* and *Swaad*."

I, Anund Row, a servant of the Circar, have received and appropriated to myself the sum of forty rupees, the half of which is twenty rupees, on account of my wages, through Reddy Row. I have therefore written these few words as a receipt, which may remain as a voucher for the future.

40 Rupees.

Dated 10th Rubbee ool Awul A. H. 1213; or 23d August 1798.

(Signed) Anund Row.

4th Paper.

"The Nabob's *Alif* and *Swaad*."

I, Anund Row, a servant of the Circar, have received and appropriated to myself the sum one hundred and twenty rupees, the half of which is sixty rupees, on account

account of my wages, through Reddy Row. I have therefore written these few words as a receipt, which may remain as a voucher for the future.

120 Rupees.

(Signed) Anund Row.

Dated 29th Jummadee oos Sanee A. H. 1213; or 8th December 1798.

A true Translation and Copy.

(Signed) Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

TRANSLATION of a Persian Paper, found in the Buckshee Dufter, entitled, "Statement of Wages due to Anund Row, a writer in the service of the Cirear, attached to Colonel Barrett, from the 1st Rubbeeoossunee A. H. 1214, answering to this 2d September 1799, up to the 31st of July 1801, answering to the 19th of Rubbee ool Awull A. H. 1216."

(No. 191.) Enclosure.

One Person, at 15 pagodas per mensem.

Due for 22 months and 27 days, 342 pagodas 10½ annas.

He has received from Vellore, through Roy Anund Row, according to his statement of Accounts, dated 24th Rejab A. H. 1215, answering to 1210 Fusly, (12th December 1800) 50 pagodas.

The order granted on the farmer was for 200 pagodas, of which, 150 pagodas have not been paid, according to the Statement and Agreement.

The balance of wages due to him is 292 pagodas 10½ annas.

(Signed) Bunnajee Row,
(Signed) Ram Row.

A true Translation and Copy.

(Signed) Henry Russell.

11th July 1808.

(No. 192.) Enclosure.

AN objection having been preferred by Avadaunum Paupiah to the claim of Reddy Row, assignee to Gopaul Row, after the expiration of the period limitted in the Commissioners' advertisement of the 18th March, for the receipt of objections to that and other claims then published in the Madras Gazette, and Mr. Light attending as the attorney of Avadaunum to prosecute the objection preferred by the latter, the Commissioners agree to reject the objection of Avadaunum Paupiah on the following grounds:

That by the 19th and 26th articles of the Deed of Agreement, the Commissioners in England and India are competent to limit any period which they may judge to be reasonable for the receipt of objections; that it is essential to official regularity and the dispatch of business, that a reasonable period having been once allowed, it shall not be extended, except upon very strong grounds; that the period of 15 weeks allowed by the advertisement of the 18th March, was unquestionably sufficient to enable persons, residing even in remote situations, to make known their objections to any particular claims, and in the instance of Avadaunum Paupiah, an established resident at Madras, ample in the extreme for that purpose.

The Commissioners at the same time remark, that by denying the right of Avadaunum Paupiah to impeach the claim of Reddy Row, after the expiration of the prescribed period, they by no means preclude themselves from calling hereafter on Avadaunum Paupiah, or his representative, to come forward as a witness against the claim, or from summoning any further persons in consequence of the testimony delivered by Avadaunum Paupiah, or his representative, whose evidence the Commissioners may think it proper to take.

A true Copy.
(Signed) Henry Russell.

No. 196.

The CLAIM of Roya Reddy Row, (Assignee of Gopaul Row) on his late Highness the Nabob Omdut ul Omrah, submitted for the consideration of the Commissioners.

Name of the original Creditor.	Name of the Claimant.	Date of the Claim.	Amount of the Principal.	Amount of the Interest, to the 5th of May 1804, at 5 per cent.	Aggregate Amount of the Claim.	£. s. d.	Vouchers produced in support of the Claim.	REMARKS.
Gopaul Row - - -	Roy Reddy Row, the Assignee of the original Creditor	26th July 1798	Pagodas. 38,500	11,170 11 40	49,670 11 40	19,868 2 2½	No. 1. The Persian Obligation from the late Nabob Omdut ul Omrah, for Pags. 38,500, dated 11 Suffer 1213, payable with Interest at 12 per cent. No. 2. The Assignment from Gopaul Row to Roya Reddy Row, dated 12 April 1802.	The sum secured by this Obligation was lent in cash to the late Nabob, and paid to Anver Ally Khan, the Renter of the Arcot districts, to assist the Nabob to pay his kists to the Company, as is stated in the Bond. No part of the Money secured by the Bond has been paid off. (Signed) *Roy Reddy Row.*

(A true Copy.)

(Signed) *Hy Russell.*

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 197.)

To the Right honourable Gilbert Lord Minto, Governor General in Council, &c. &c. &c.

My Lord,

In continuation of the subject of our Dispatch to your Lordship in Council, dated 24th ultimo, we have now the honour to enclose a copy of a Letter which we addressed, on the 6th instant, to the Chief Secretary to the Government of Fort St. George.

We have, &c. &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 7th Feb. 1809.

(Signed) W. Parker, S. T. Goad. Henry Russell.

[No. 198.—Letter from the Carnatic Commissioners to the Chief Secretary at Madras, dated the 6th February 1809. *Vide* No. 3 *in this Class of printed Papers.*]

To N. B. Edmonstone, Esq. acting Chief Secretary to Government, Fort William.

Sir,

1.—We have the honour to transmit to you two Dispatches, addressed to the Right honourable the Governor General in Council, which we request you will have the goodness to take a favourable opportunity of submitting to the consideration of his Lordship in Council. (No. 199.)

2.—For the more complete and satisfactory elucidation of the subject of these Dispatches, we have thought it advisable to transmit the original Persian Documents referred to in them, as well as the English translations, which we have prepared. But as these Documents compose a part of the Public Records of the Durbar, which have been lent to us by his Highness the Nabob to facilitate the objects of our inquiry, we request that great care may be observed that none of them are lost, and that they may be returned to us at as early a period as may be convenient.

We have, &c.

Office of Commissioners for investigating Carnatic Debts, Fort St. George, 7th Feb. 1809.

(Signed) Wm Parker, S. T. Goad, Henry Russell.

To N. B. Edmonstone, Esq. acting Chief Secretary to Government, Fort William.

Sir,

We have the honour to transmit to you a Dispatch, addressed to the Right honourable the Governor General in Council, which we request you will take a favourable opportunity of submitting to his Lordship in Council. (No. 200.)

We have, &c.

Office of Commissioners for investigating Carnatic Debts, Fort St. George, 9th Feb. 1809.

(Signed) W. Parker, S. T. Goad, Henry Russell.

To the Right honourable Gilbert Lord Minto, Governor General in Council, &c. &c. &c.

My Lord,

1.—In our Dispatch to your Lordship in Council, dated the 6th instant, we had the honour to transmit a copy of a Letter which had been addressed to us by Messrs. Parry, Abbott and Maitland, requesting that we would furnish them with copies of certain specific Papers, connected with our proceedings on the claim of Roya Reddy Row. (No. 201.)

2.—At that time we had no reason to suppose that the verdicts pronounced against Reddy Row, Anunda Row, and Mr. Batley, would not be confirmed by the Judgment of the Court; and we conceived, that whatever might be the nature of our own opinions on the merits of the case, a deference for a verdict of a Special Jury rendered it proper that we should comply with the application for Papers, to the extent to which it had been made. We therefore addressed an Answer to Messrs. Parry, Abbott and Maitland, of which we have now the honour to enclose a copy (No. 1.)

3.—Accord-

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 201.)

3.—Accordingly, on the 3d instant Mr. Scawen attended at our office with a Letter, a copy of which forms No. 2 of the Enclosures to this Dispatch, and with our permission took copies of all the Papers for which Messrs. Parry, Abbott, and Maitland had applied.

4.—But the Chief Justice having afterwards announced, in delivering the the decision of the Court on the verdicts returned against Reddy Row, Anunda Row and Mr. Batley, that it was his intention to decline entering up judgment against the Defendants or either of the indictments, and to submit the two verdicts, with his own Report and Observations on the trials, to the wisdom and consideration of the King; and reflecting on the inconvenience which had already been occasioned to us by the Proceedings in the Supreme Court, we deemed ourselves justified in endeavouring to avoid any further embarrassment to the discharge of our official duties, by the rejection of a subsequent application which was made to us by Messrs. Parry, Abbott and Maitland, (No. 3,) for copies of the whole of the Informations taken by us in the several investigations of Reddy Row's claim; and we informed them in our Reply, (No. 4,) that we did not consider it to be incumbent on us to furnish them with any further Papers relative to the claim of Reddy Row.

5.—In the course of the same day we received another Letter from Messrs. Parry, Abbott and Maitland, (No. 5,) repeating their application under a menace, that if we persisted in our refusal they should make it a ground of a motion in the Supreme Court, for a criminal information against us.

6.—To this menace we sent an Answer, (No. 6,) repeating our refusal to grant any more Papers; and in the evening we transmitted copies of the Correspondence which had passed on this subject, to the Chief Secretary to this Government, with a Letter, of which we have now the honour to enclose a copy, (No. 7.)

7.—We do not understand that any such motion as that which was threatened, has yet been made in the Supreme Court; nor have we received any further communication from Messrs. Parry, Abbott and Maitland.

We have, &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 9th Feb. 1809.

(Signed) W. Parker, S. T. Goad, H. Russell.

[No. 202 to 208.—The enclosures in the preceding Letter are the same which accompanied the Letter from the Committee to the Madras Government, dated the 6th February 1809. *Vide* No. 3 *in this Class of printed Papers.*]

To N. B. Edmonstone, Esq. acting Chief Secretary to the Government of Fort William.

Sir,

(No. 209.) Since our last Dispatch to you, dated the 9th instant, we have received from ten of the houses of business established at this Presidency, a Letter, of which, and of our Answer to it, we deem it proper, on a consideration of the circumstances that have recently taken place, to communicate a copy to you for the information of the Right honourable the Governor General in Council.

We are, &c. &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 22d Feb. 1809.

(Signed) W. Parker, S. T. Goad, H. Russell.

[*Vide* No. 3 *in this Class of printed Papers.*]

To N. B. Edmonstone, Esq. Chief Secretary to Government, Fort William.

Sir,

(No. 212.) We have the honour to transmit to you a Dispatch, addressed to the Honourable the Governor General in Council, which we request you will have the goodness to take a favourable opportunity of submitting to the consideration of his Lordship in Council.

We have, &c. &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 16th March 1809.

(Signed) W. Parker. S. T. Goad, H. Russel.

To the Right hon. Gilbert Lord Minto, Governor General in Council, &c.&c.&c. Fort William.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 212.)

My Lord,

1.—SINCE the date of our last Dispatch to your Lordship in Council we had the honour to receive from the Honourable the Governor in Council at this Presidency the copies of three Addresses, one dated the 1st, and two dated the 8th instant, which have been submitted to him for the purpose of being forwarded to the Supreme Government by the persons whose solicitation, that we may be removed from the office of Commissioners for investigating the Carnatic Debts, has been already transmitted to your Lordship in Council.

2.—The minute and circumstantial explanation into which we entered, on the subject of the accusations preferred against us by these persons, in our Dispatch of the 24th January last, might also absolve us from the task of replying to the continuation of the charges and insinuations contained in the Addresses, of which copies have now been communicated to us; but as our total silence on the occasion might not be considered to be respectful to your Lordship in Council we shall devote a portion of our time to noticing the contents of these Addresses.

3.—With the permission of your Lordship in Council, however, we shall defer our answers to any future accusatory representations of this nature from Messrs. Parry, Abbott and Maitland, until we receive the commands of your Lordship in Council, with respect to the particular points on which it is your pleasure that we should transmit an explanation.

4.—Those parts of the present Addresses which refer to the measures of the Law Officers of Government, we shall leave to be treated by them, confining our answer to what more immediately respects ourselves.

5.—The principal charge to be collected from those Addresses appear to be, that in defiance of the combined weight of three distinct verdicts, the Commissioners still persist in thinking Roya Reddy Row innocent, and in extending to him that confidence and support of which the result of those trials ought to have deprived him.

6.—With regard to the opinion we entertain of the guilt or innocence of Reddy Row, we do not hesitate to acknowledge, that no part of the evidence adduced against him on any of the late trials has had the effect of leading us to believe that his conduct has either been criminal or improper in any of the instances in which he has been charged; and as to the nature and extent of the confidence which we continue to repose in Reddy Row, it will be sufficient to state, since the commencement of the first trial he has never been employed by us as an officer of the Durbar, nor ever been permitted to have access to the Records. In the instance to which Mr. Goad referred in his examination, noticed in the first Address dated 8th instant, Reddy Row was examined by us as a Witness on a claim in which he had no interest; and we are still decidedly of opinion, that until judgment is entered up by the Court the verdicts which have been pronounced against him cannot alone have the effect of incapacitating him from giving evidence, although his testimony before us can ultimately receive that degree of credit only to which the Commissioners in England may, under existing circumstances, consider it to be entitled.

7.—From the extraordinary degree of importance which is attached to this act it might almost be inferred, that something more than disapprobation of a supposed irregularity actuates our accusers in their displeasure against us for having examined Reddy Row; and that they suspect that his evidence in relation to some of their own claims would not be productive of any advantage to themselves.

8.—In the 3d paragraph of the Address dated 1st instant, Reddy Row is charged with having committed perjury in claiming before us as his own property, a Bond which had long ceased to belong to him; a reference to the depositions of Reddy Row, which were transmitted with our Address to your Lordship in Council, dated the 24th January, will effectually remove the force of this charge, by showing that in point of fact Reddy Row did not state before us that the Bond in the name of Gopaul Row belonged at that time to him.

9.—In the Address dated the 8th instant, great stress is laid upon the circumstance of our having omitted to communicate to the Government of this Presidency a copy of a Letter which we wrote to Messrs. Parry, Abbott and Maitland, under date 3d ultimo. We are not aware of any particular considerations

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 112.)

connected with the purport or expression of that Letter which should have induced us to conceal it from the notice of Government, and indeed it appears that a copy of it did actually form an Enclosure (No. 1.) to our Address to your Lordship in Council, dated the 9th ultimo. We apprehend that the omission of that Letter in our correspondence with the Government of this Presidency must have been entirely accidental.

10.—The charge of the little progress that the Commissioners have made in their investigation being altogether new and distinct from any that have preceded it, we do not at present think it necessary to trouble your Lordship with any detailed observations on it; but if your Lordship in Council should think it proper to call upon us for that purpose, we have no doubt that we shall be able to give a satisfactory explanation of our conduct. We will now only say that the greatest difficulties and impediments which we have experienced in the discharge of our duty have resulted from that uniformly vexatious system of opposition which has been adopted towards us by those very persons who now make the dilatoriness of our proceedings the subject of a complaint against us.

We have, &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 10th March, 1809.

(Signed) W. Parker, S. T. Goad, H. Russell.

[No. 214 to 217.—Address from Messrs. Parry, Abbott, and Maitland to the Governor General in Council, dated the 5th January 1809; enclosing copy of a Letter from the Clerk to the Justices at Madras to the Carnatic Commissioners, dated the 25th July 1808; and the Commissioners answer, dated the 26th July; and the reply of the Clerk to the Justices, dated the same day. *Vide* No. 3, *in this Class of printed Papers.*]

[Nos. 218 to 221.—Are further enclosures in Messrs. Parry and Co.s letter of the 5th January 1809; viz. Letter from Messrs. Roebuck, Abbott, and Parry to the Government of Fort St. George, dated the 20th August 1808; the answer to the same, dated the 17th September 1808; the reply of Messrs. Roebuck, &c. dated the 26th September 1808; and the answer, dated the 15th October 1808. *Vide* No. 1, *in this class of printed Papers.*]

[Nos. 222 to 224.—Letter from Mr. W. Light to the Commissioners, dated the 14th September 1808; and the Commissioners reply, dated the 15th September 1808. List of the Grand Jury for the Madras October Sessions of 1808. *Vide* No. 3, *in this Class of printed Papers.*]

[No. 225.—Protest of Messrs. Parry, Abbott, and Maitland against any further proceedings of the Commissioners, 5th January 1809. *Vide* No. 3, *in this Class of printed Papers.*]

To the Right honourable Lord Minto, Governor General in Council, Fort William.

My Lord,

(No. 226.) WE find that in our Memorial of the 5th instant to your Lordship in Council, we omitted to mention the last Letter to this Government, dated 23rd December 1808, Copy of which we now beg leave to lay before you.

We have, &c. &c.

(Signed) Thos Parry, Wm Abbott, R. A. Maitland.

Madras, 11th January 1809.

[No. 227.—Is the Letter from Messrs. Parry and Abbott to the Government of Madras, dated the 23d December 1808. *Vide* No. 1, *in this Class of printed Papers.*]

To the Right honourable Lord Minto, Governor General in Council.

My Lord,

(No. 228.) REFERRING your Lordship in Council to the Memorial which we had the honour to address to you under date the 5th instant, we beg leave to state, in support of the allegations contained therein, regarding the interests which the Law Officers of the Company have in Bonds purchased from Roya Reddy Row;

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub Cons.

that it was this day proved in Court, upon the oath of Mr. John Tulloh, that one seventh share in the Bond for thirty-eight thousand five hundred pagodas, claimed by Roya Reddy Row, and which was the subject matter of the late Trial, was sold and transferred by his house to Mr. Anstruther, the Company's Advocate.

We have, &c.
(Signed) Tho^{s} Parry,
W^{m} Abbott,
R. A. Maitland.

Madras,
23^{d} January 1809.

To the Right honourable Lord Minto, Governor General in Council, Fort William.

My Lord,

(No. 229.)

We have the honour to inform your Lordship in Council, that Mr. John Batley, Secretary to his Highness the Nabob Azeem ul Dowlah, against whom we stated to you, in our address of the 5th ultimo, that a bill of indictment had been found by the Grand Jury at the last Sessions for perjury committed in his evidence given in the trial of Roya Reddy Row and Anundah Row, was this day found guilty, after a trial of eight days, by a special Jury summoned on the motion of the Defendant.

The names of the Juries are mentioned in the annexed list.

We use the freedom of troubling your Lordship with this communication, it being materially connected with the subject which we found it necessary to bring to your Lordship's notice in our address of the 5th ultimo, in as much as it confirms the verdict against Roya Reddy Row and Annundah Row.

We have, &c.
(Signed) Tho^{s} Parry,
W^{m} Abbott,
R. A. Maitland.

Madras,
2^{d} Feb. 1809.

List of the Special Jury on the trial of Mr. John Batley.

Mr. M. Jolly,	W. W. Weston,
J. F. Collis,	E^{d} Dent.
W^{m} Watts,	H. G. Keene,
John Tulloh,	Rob^{t} Machonochie,
W^{m} Oliver,	Alex^{r} Falconar,
John Mac Dowall,	W^{m} Hawkins.

No. 230 to 236, are duplicates of papers entered under Nos. 70 to 78 on this Consultation.

To the Right honourable Lord Minto, Governor General in Council, Fort William.

My Lord,

(No. 237.)

We have the honour to forward to your Lordship herewith a duplicate of a letter which we have this day laid before the Honourable the Governor in Council, addressed to your Lordship in Council, together with its enclosure.

We have the honour to be, with the greatest respect,
My Lord,
Your Lordship's most obedient and humble Servants,

(Signed) Tho^{s} Parry,
W^{m} Abbott,
R. A. Maitland.

Madras,
20th March 1809.

[No. 238 and 239. Letter from Messrs. Parry, Abbot and Maitland, to the Governor General in Council, dated the 20th March 1808, and Enclosure, *Vide* No. 3, *in this class of Papers.*]

To R. P. Smith, Esq. Advocate General.

Sir,

(No. 240.)

The Governor General in Council having determined, in consequence of his communication with you on the subject of the late occurrences at Fort St. George,

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

George, to recommend to the Honourable Court of Directors to make application to the Legislature for an Act to withdraw from the Supreme Court of Judicature at Madras the cognizance of all questions connected with the claims (now under investigation before the Commissioners from Bengal) on the late Nabobs of the Carnatic, and to grant to the Supreme Court of Fort William the necessary authority to enable that Court to hear and decide all questions of this description, I am directed by his Lordship in Council to desire, that you will state, for his information, with as little delay as may be practicable, the nature of the powers which in your opinion ought to be vested in the Supreme Court at Fort William for this important purpose.

His Lordship in Council is earnestly desirous that the proposed recommendation should be submitted to the Honourable Court by the ships now about to sail for England, which will be finally dispatched on the 24th instant.

I have the honour to be, &c.

Council Chamber, the 20th April 1809.

(Signed) *H. St. G. Tucker*, Secretary to the Govt.

To H. S. Tucker, Esq. Secretary to Government, Public Department.

(No. 241.)

I HAVE the honour to acknowledge the receipt of your letter of the 20th instant, stating the determination of the Right honourable the Governor General in Council to recommend to the Honouable Court of Directors to make application to the Legislature for an Act to transfer from the Supreme Court of Judicature at Madras, to that of Bengal, the cognizance of the questions connected with the Claims on the late Nabobs of the Carnatic, now under investigation before the Commissioners appointed under the Act of Parliament to examine into those Claims in India; and requiring my opinion, with as little delay as may be practicable, as to the nature of the Powers which ought to be vested in the Supreme Court here for that purpose.

The general reasons which appeared to me to render a measure of this sort expedient I have already had the honour to submit, verbally, to the Right honourable the Governor General in Council, and shall therefore not repeat them here, but proceed in direct answer to your question.

It appears to me that the Act should provide, that no person should at any time, during the continuance of the Commission, be liable to prosecution, either by information or indictment, in the Supreme Court at Madras, on any charge of Forgery, or other Frauds relating to the Nabob's Bonds, or to any Vouchers or Documents produced before the Commissioners, or upon any charge of Perjury or subornation of Perjury in giving evidence before the Commissioners, but that all such offences may be prosecuted before the Supreme Court of Judicature here, either by information or Indictment.

The mode of prosecution by information will, in the greater number of cases, be the only one practicable, on account of the difficulty of bringing round witnesses, especially Hindûs, to depose before the Grand Jury here. For this reason I think information should be allowed of in all cases, without distinction as to the nature of the offence, none of those in question being capital in India. There can be no reason, however, for excluding indictments, where it happens, as it may sometimes, that the evidence is attainable; but it may be fit to guard this mode of proceeding with a proviso that no process shall issue to compel the attendance of witnesses before the Grand Jury here, who are not resident, or found within the jurisdiction of this Court.

The informations should be filed by leave of the Court, according to the usual course observed in prosecutions of this sort, at the instance of private persons, and the affidavits on which they are moved for may be sworn before any of the Judges at Madras, where the Deponents are not resident here. It may also be fit, I think, to give to the Supreme Government a discretionary power of directing informations to be filed, ex officio, by their Advocate General, where the Commissioners shall recommend such a measure, But, in all cases of this sort, the Commissioners should be required to transmit the whole of the proceedings before them, upon which such recommendation is grounded, that the question may be fully before the Government here, for their decision upon the expediency of directing a prosecution. I suggest this is a fit provision, because there is no mode of compelling persons to make affidavits, in order to ground an application to the Court in the ordinary way; and it may sometimes happen, that

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 241.)

that a case very fit for prosecution may be sunk, from the unwillingness of witnesses to come forward without compulsion.

After information filed, or indictment found, I think the process of this Court, to arrest the Defendant, and for other interlocutory purposes, should be made current throughout the jurisdiction of the Supreme Court of Madras, but that it should be carried into effect through the medium of that Court. The manner of doing this may be by transmission of the process to the Madras Court, to be backed by the Chief Justice, or other Judge there, and the execution committed to the proper local officer. The bail, when it is given, should be taken in that Court; and the commitment, when the defendant cannot bail, should be to the goal of that Court, which should have generally the power of dealing in all incidental matters of this nature, as it lawfully might in the exercise of its ordinary criminal jurisdiction. A liberty, however, should be reserved to prisoners to be removed at their option to Bengal, for the purpose of attending their trial, if they shall desire it; and in such cases Government should be required to take order for their removal.

With regard to evidence, I think this Court should have a power, upon proper grounds laid before them, to issue a mandamus to the Supreme Court at Madras for taking the examinations of witnesses, and that the examinations so taken should be transmitted to Bengal, and allowed to be read in evidence to the jury at the trial, with the usual saving of all just exceptions.

This course, in criminal cases, is sanctioned by precedent in the Indian Act of 1784, 24 G. 3. (25 S. 78.) and has since been adopted generally in cases of offences committed by public officers abroad, and prosecuted in England in an Act passed in 1802, 42 G. 3. c. 85. I beg to refer to this latter Act, as it will be found to contain the whole of the necessary details on this part of the subject, and to proceed, in great measure on the principles which appear to me to be applicable to the present question. Indeed, the provisions of the 2d and 4th Sections of that Act might be transcribed, mutatis mutandis, into any Act which may be passed upon this subject.

In case of conviction, the next question is, as to the mode of passing the sentence, and carrying it into execution. I think the fittest course would be to transmit the record, or an exemplification, to the Court at Madras (supposing of course that the defendant is in custody, or has given bail there) with a copy of the Judges notes at the trial, and such observations as the Court here might think proper to add, and that the sentence should be pronounced at Madras and carried into execution there. The object of removing the cognizance being to procure an impartial trial; that object is effected as far as can be when the trial is over. There is no reason to apprehend any ill effect from leaving the measure of punishment to the local jurisdiction, fully informed, as to the complexion of the case, from the notes and observations of the judges before whom it was tried. And it would be hard to subject the offender to the heavy additional punishment of imprisonment at a distance from his home. In the case of Hindûs especially there are strong reasons of inconvenience against their removal to Bengal. Where the Defendant had removed himself under the liberty before mentioned to Bengal, or being at large on bail was in Bengal at the time of the trial, the sentence might be passed by this Court, but the commitment in cases of natives of the Court, should (unless good cause were shown) be to the gaol at Madras.

These provisions appear to me to be calculated to obviate the inconveniencies likely to arise in criminal proceedings, from removing the cognizance to a distance from the spot where the evidence, generally speaking, will be found. It may be expedient to introduce a clause into the Act, exempting the Commissioners themselves from all liability of prosecution at Madras, upon any charge of malversation in their office; subjecting them, however, to the jurisdiction of the Court there for any criminal misconduct, with powers to proceed in such prosecutions of the same nature with those before mentioned as fit to be given in prosecutions against private persons.

The question remains as to civil suits; and it is not so clear, I think, that any remedy is wanted in respect to these. The mischief of the criminal jurisdiction is, that questions may be drawn, against the very principle of the arrangement, into the midst of those local interests and feelings, against which it is very difficult for Jurors with the best intentions to be sufficiently on their

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

(No. 241.)

guard in a small community. I will not say it is impossible that Judges should be affected in the same manner; but the safeguards are much greater, and it is to the Judges that the decision on matters of fact is committed by the constitution of the King's Court in India. It is to be observed too that from the nature of the arrangement as it stands at present on the Deed between the honourable Company and the Creditors, the Court at Madras is virtually excluded from the direct cognizance of those claims which are to be brought before the Commissioners; and as to exempting from its cognizance all questions which may be indirectly connected with those claims, it is a wide and vague description of the subject of exemption, which might give rise to difficult questions, and tend in its consequences to impede the ordinary administration of civil justice in the settlement. Upon the whole, therefore, I am inclined to think that no great inconvenience will arise from leaving matters in their present state, as to civil jurisdiction; but if any is apprehended it might be a sufficient preventive if this Court were armed with a power of issuing a prohibition to the Court at Madras, wherever it should be made to appear to their satisfaction that the matter of any civil suit instituted in that Court did so immediately arise out of the proceedings before the Commissioners, or was so essentially connected with them, that the drawing it to any other local forum was within the mischief intended to be obviated; in all such cases the Court here might, at the instance of either party, remove the cause by Certiorari, and proceed in it from thence forward, as the course of law required, with similar powers to provide for the examination of witnesses, and other exigences of the cause with those which it has been proposed to confer for the same purposes in criminal cases.

Before I quit this part of the subject I beg to submit, whether it may not be expedient to allow to the Commissioners, in certain cases, the liberty of resorting of their own motion to the aid of a Court of Justice. In the course of their proceedings questions of considerable extent and intricacy may arise, which would fairly require public discussion and examination of Witnesses in a Court of Justice, in order to their being completely canvassed in point of proof, and prepared for the final decision of the Commissioners at home. It is also possible that doubts may arise on the construction of the instrument, or the Act of Parliament under which they act; in cases of this sort, and others which may be imagined, it might prevent the necessity of returning Proceedings for further examination from England, and might give the Commissioners more confidence in the discharge of their duty, and be more satisfactory to the whole body of Creditors. If means were provided of referring, in the first instance, to the highest authority in this Country, upon matters of such a nature, the mode might be by a petition properly couched by the Commissioners to the Supreme Court here, stating the points in doubt, and in praying the opinion of the Court; and upon the matter so brought under discussion all parties interested might be heard, as in any other case.

I request you, Sir, to lay the above observations before the Right Honourable the Governor General in Council; I can only offer them as furnishing an outline, which might have been better laid down if there had been time for further reflection. I have the less scruple in so doing, as, if the measure is adopted, the details of carrying it into execution will of course come under the consideration of the Honourable Company's very able legal advisers in England.

I have, &c.

Fort William,
April 22d 1809.

(Signed) *R. Smith*,
Advocate General.

To the Honourable Sir G. H. Barlow, Bart. K. B. Governor in Council of Fort St. George.

Honourable Sir,

(No. 242.) We have had the honour to receive your Letters of the 10th, 24th, and 25th February, and your Secretary's Letters of the 11th, 15th, and 17th ultimo, with the several Papers mentioned to accompany them.

2.—We have given the subject of those Letters our most serious and deliberate attention; and it is with the utmost concern we observe, on a consideration of the Documents which you have referred to us, that a spirit of opposition has ma-

nifested itself at Fort St. George, from which consequences of a very injurious nature are to be apprehended.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 242.)

3.—This spirit appears to investigate the Claims upon the Nabobs of the Carnatic, under the provisions made by the Legislature for that purpose; and we are not without apprehension, that a perseverance in similar measures may have the effect of defeating the object of the Commissioners appointment, until some provision can be made by the Legislature to prevent further counteraction.

4.—Under this apprehension we have deemed it proper to represent to the Honourable the Court of Directors, the necessity which appears to us to exist for the interposition of Legislative authority on the occasion; and we have the honour to transmit to you, for your information, a Copy of the Letter which we have addressed to the Honourable Court on the subject, with Copy of a Letter from our Advocate General, upon whose professional opinion our suggestions to the Honourable Court have been founded.

5.—We have great satisfaction in concurring entirely with you in the propriety of affording to the Commissioners that support which the extraordinary difficulties thrown in their way appears to have demanded; and we consider particularly your assent to the request of those Gentlemen, that the Company's Law Officers should be directed to conduct the Defence of Roy Reddy Row, Anunda Row, and Mr. Batley, as due to the public nature of the Commission itself, and to the judgment of persons so respectable, on a point immediately affecting the execution of their important trust.

6.—We have examined the conduct of the Commissioners with the most scrupulous attention, and have paid every proper regard to the representations made by Messrs Parry, Abbott, and Maitland; but as a judgment can be formed from a consideration of the Documents which have been submitted to us, we are decidedly of opinion, that the conduct of the Commissioners has throughout been highly correct and unexceptionable; and that they have manifested great judgment and talents in the very arduous situation in which they have been placed, as well as an active zeal and earnest solicitude to do justice to the important trust which has been committed to their charge. A Copy of our Letter to the Commissioners, conveying to those Gentlemen the favourable opinion we entertain of their public conduct, will be transmitted with this Dispatch for your information.

7.—The charges preferred against the Commissioners by Messrs Parry, Abbott, and Maitland, appearing to us to be entirely without foundation, and the application of those persons for the removal of the Commissioners, being consequently altogether inadmissible, we have directed our Secretary to address to Messrs Parry, Abbott, and Maitland a Letter communicating our resolutions on their complaint, and our sentiments on the indecent and improper manner in which it has been brought forward. A Copy of this Letter will also be forwarded for your information.

8.—As our Letter to the Honourable Court of Directors, and the other documents which will accompany this Dispatch, convey our opinions on the late transactions at Fort St. George, as far as we are called upon to give an opinion on the documents which have been submitted to us, we shall only observe further, that we entertain the fullest confidence that the measures which have been pursued by you with a most anxious and disinterested regard for the public welfare will be attended with the salutary effects which you anticipate.

Fort William, the 24th April 1809.

We have, &c.

MINTO.

To William Parker, Samuel Thomas Goad, and Henry Russell, Esqrs Commissioners for investigating the Claims of the Creditors of the late Nabobs of the Carnatic, at Fort St. George.

Gentlemen,

I am directed by the Right honourable the Governor General in Council to acknowledge the receipt of the following Letters from you with the papers mentioned to accompany them. (No. 243.)

24th January,
2 Letters 7th, 2 - Dº - 9th, 22d, } February.
2 - Dº - 16th ultimo,

2.—The

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons. (No. 142.)

2.—The Governor General in Council desires me to inform you that the representations and documents submitted by you, together with those on the same subject, which have been referred to this Government by the Honourable the Governor in Council of Fort St. George, have received the most serious and deliberate attention, and his Lordship in Council has observed with the greatest regret, the vexatious opposition and obstruction which have already retarded and embarrassed your proceedings, and which it is to be apprehended may still further impede the accomplishment of the very important objects proposed by your appointment.

3.—The Governor General in Council, upon a consideration of the difficulties which have already occurred in the course of executing the duty intrusted to you, as well as from an apprehension that further difficulties of a similar nature may be hereafter experienced by you, has deemed it necessary to bring the subject under the consideration of the Honourable the Court of Directors, with a view to their taking such steps as may appear to them necessary and expedient for the purpose of obtaining the interposition of the Legislature on the occasion.

4.—The Governor General in Council has observed with very great satisfaction, that your conduct in the very arduous situation in which you have been placed has been throughout commendable and becoming. His Lordship in Council considers that you have not only shown great ability in the performance of your duty, under circumstances of peculiar difficulty, but that by the zeal, perseverance, temper and judgment manifested during the whole course of your proceedings, you have confirmed the confidence and good opinion of this Government, which were the motives of your appointment to this delicate and important trust.

5.—The Governor General in Council has paid that attention to the representation of Messrs. Parry, Abbott and Maitland, which a public complaint preferred against officers holding a high trust under Government unquestionably demands; but his Lordship in Council desires me to inform you, that the representations of those Gentlemen to your prejudice have appeared to this Government to be entirely without foundation, and that their application for your removal has been rejected accordingly. The Governor General in Council has been pleased also to direct, that in communicating to Messrs. Parry, Abbott and Maitland, the resolutions of Government on the charges preferred by them, the sentiments of his Lordship in Council, with respect to the indecent and improper manner in which those charges were brought forward, should be particularly conveyed to them.

6.—The Governor General in Council will have great satisfaction in being informed, that the difficulties which have hitherto impeded the progress of your investigation are no longer experienced by you; but should the same spirit of opposition and counteraction still prevail, you will be pleased to report the circumstances to his Lordship in Council, as well as to the Government of Fort St. George, in order that the Governor General in Council may take into consideration, whether any further measures can be adopted for the purpose of giving greater effect to your Commission.

7.—As the undermentioned documents convey more fully the resolutions and the sentiments of this Government upon the questions which have been submitted for the consideration of the Governor General in Council, I have received his Lordship's directions to transmit copies of them for your information.

No. 1.

COPY of a Letter to the Honourable the Court of Directors, bearing date the 24th April, with Copy of the Letter from the Advocate General to which it refers.

No. 2.

COPY of a Letter from the Governor General in Council to the Government of Fort St. George, of the same date.

No. 3.

COPY of a Letter from the Secretary to the Government to Messrs. Parry, Abbott, and Maitland of the same date.

I have, &c.

Fort William, the 24th April 1809.

(Signed) *H. St. G. Tucker*, Sec^{y} to Gov^{t}.

P. S. The Persian Documents received with your Letter of 24th January are returned accompanying.

(Signed) *H. St. G. Tucker,*
Secry to Govt.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

The 36 Persian Documents which came enclosed in Nos. 89, 90, 91, 92, 93, 94, 1 1 1 1 1 2
95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, 2 4 1 5 1 1 1 1 1 1 1 1 3 4 1
of their Letter of the 24th Jany 1809, have been returned to them on the 24th April.

To Messrs. Thomas Parry, Wm Abbott, and R. A. Maitland.

Gentlemen,

(No. 244.) 5th, 11th, 23d Jan. 1809. 2d February 1st 8th 20th March.

1.—I AM directed by the Right honourable the Governor General in Council to acknowledge the receipt of your several Letters of the dates noted in the margin, containing sundry articles of charge against the Commissioners appointed by his Lordship in Council, under the Orders of the Honourable the Court of Directors, dated the 11th February 1807, for the investigation of the debts of the late Nabobs of the Carnatic, and praying that the present Commissioners may be removed under the powers vested in the Supreme Government for that purpose.

2.—The Governor General in Council has perused, with the attention which the importance of the subject required, the Documents which have been submitted by you to his consideration, with the Answers of the Commissioners to the complaints alleged against them, and the whole of their proceedings on the claim of Roy Reddy Row, under a Bond, purporting to have been granted to him in the name of Gopaul Row, for the sum of pagodas 38,500, by the late Nabob Omdut ul Omrah; and I now proceed to communicate to you the sentiments of this Government on the question at issue, and its ultimate decision on your application.

3.—The charges which you have preferred against the Commissioners may be resolved into the following distinct heads:

1st.—That the Commissioners have manifested no disposition to encourage individuals to come forward with information on the subject of fraudulent claims, notwithstanding the provision of the Deed between the Honourable Company and the Claimants, which requires that all objections to any claims preferred before them shall be made public.

2ndly.—That in opposition to a strong body of positive and circumstantial evidence against the credit of a Bond for pagodas 38,500, claimed by a person named Roy Reddy Row, a servant of the Durbar, it appeared to be the intention of the Commissioners to pass it as a good Bond.

3rdly.—That notwithstanding the conviction, at three different trials in the Supreme Court of Judicature at Madras, of Roy Reddy Row, and his witnesses, Anunda Row and Mr. Batley, of forgery, perjury, and conspiracy, and although a charge of perjury, preferred at the recommendation of the Commissioners, against Arnachella Row and Beema Row (two of the witnesses against Reddy Row) was thrown out by the Grand Jury, the Commissioners continued to afford their countenance to these persons, and to employ Reddy Row as a witness in their office.

4thly.—That the Commissioners refused, on the application of the Solicitor for the prosecution against Roya Reddy Row and Anunda Row, to grant certain Documents required by him for the purposes of public justice.

5thly.—That after the conviction of Mr. Batley on a charge of perjury, the Commissioners, although, from respect to the verdict of a Special Jury, they consented in the first instance to grant certain Documents applied for by you from their office, ultimately retracted their consent, and thereby impeded the ends of public justice.

6thly.—That the Commissioners have acted entirely under the advice of the Law Officers of the Company at Fort St. George, who are deeply interested in the fate of Reddy Row, having purchased from him and on his recommendation Bonds to an enormous amount, purporting to be the Bonds of the late Nabob of the Carnatic, and amongst these, the very Bond of the forgery of which Reddy Row has been convicted.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

7thly.—That the Commissioners attended the trial of Reddy Row and Anunda Row, and furnished to the prisoners their aid, both in public and in private, in the conduct of their defence.

8thly.—That in the whole of their proceedings on this occasion, the Commissioners have departed from that system of impartiality by which they were solemnly bound to conduct themselves, and have made themselves parties in the cause of the prisoners. And,

Lastly.—That the Commissioners have made little progress in their enquiries, in consequence of which the real creditors will be exposed to a very heavy expense.

4.—The first article of charge being of a general nature, and being unsupported by any other specific accusation than that which has reference to the proceedings of the Commissioners on the claim of Reddy Row, it is presumed that this complaint is founded on their conduct in the investigation of that claim.

5.—The Governor General in Council accordingly observes, that in the month of March 1808, the claim of Reddy Row was advertised in the Government Gazette, and a period of fifteen weeks was allowed by the Commissioners for the transmission to their office of any objections to its validity; that no objections were preferred within the limited time, and that although the Commissioners very properly refused to admit the right of Avadanum Paupiah Braminy at a subsequent period to impeach the validity of the Bond, and declined the publication of his objections, they still entered into a very minute investigation of the objections to the Bond stated by him as well as by others.

6.—Under these circumstances, the charge of a disinclination on the part of the Commissioners to receive objections to fraudulent claims, appears to the Governor General in Council to be totally unfounded.

7.—After an attentive consideration of the whole of the evidence adduced before the Commissioners in support of the validity of the Bond in the name of Gopaul Row, and claimed by Reddy Row, for pagodas 38,500, as well as of the testimony by which it was attempted to prove that this Instrument was a forgery, the Governor General in Council is entirely satisfied that the Commissioners were fully warranted in the opinion formed by them, that the evidence in support of the claim was entitled to much weight; that the attempt to invalidate it had totally failed; and that in recommending a prosecution against Paupiah, Arnachella Row and Beemah Row for perjury, they exercised a sound discretion.

8.—On the subject of the subsequent proceedings in the Supreme Court, his Lordship in Council considers it to be sufficient to remark, that the notes on the trial of Reddy Row and Anunda Row which have come before him, furnish no grounds to induce him to depart from this opinion; and that as the learned Judge, before whom the three trials to which you have referred were held, has considered it to be his duty to postpone passing any sentence on the prisoners, and to submit all of these trials for the consideration and decision of His Majesty, the question of the effect which ought to be produced on the character and credibility of Reddy Row, Anunda Row, and Mr. Batley, by the verdicts which have been pronounced against them, must necessarily remain undecided until His Majesty's royal pleasure shall be known.

9.—The Governor General in Council is likewise satisfied that the countenance afforded by the Commissioners to Reddy Row, has not been more than they were bound by the solemn obligations of public duty to extend to a person whom they had reason to believe to be unjustly charged with a crime of an aggravated nature, in a matter subject to their cognizance, and that their attendance during the trial was absolutely and indispensably necessary.

10.—You have referred to the testimony of Mr. Goad, in evidence of the fact, that the Commissioners have continued to employ Reddy Row subsequently to the decision of the prosecutions against him in the Supreme Court; and it is admitted by the Commissioners, that this person was examined by them on a claim in which he had no interest, although it is positively stated, that since the commencement of the first trial he has never been employed by the Commissioners as an officer of the Durbar, nor even been permitted to have access to the Records.

11.—Of the accuracy of this statement, the Governor General in Council is entirely satisfied, and he is equally convinced that the Commissioners acted with strict propriety in receiving the evidence of Reddy Row on the occasion to which they refer. His Lordship in Council is indeed informed, on unquestionable

authority, that in the circumstances in which Reddy Row is now placed, it is their bounden duty to receive and to record his evidence on all cases in which it may be adduced before them, leaving it to the Commissioners in England to determine the degree of credit to which he may be entitled, and that this is not a matter of choice, but in reality a compulsory obligation on the Commissioners.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

12.—The refusal of the Commissioners to grant from their office certain Documents applied for by the Solicitor for the Prosecution against Reddy Row and Anunda Row, and their subsequent refusal to allow your Solicitor to have access to the whole of the Papers connected with the claim of Reddy Row, in consequence of your application preferred after the close of the trial of Mr. Batley, are considered by this Government to have been entirely correct and proper. The omission of the Commissioners to furnish the Government of Fort St. George with a a copy of their Letter to your Address, dated the 3d of February 1809, appears to have been entirely accidental, a copy of that Letter having accompanied their Address to the Governor General in Council, dated the 9th of February.

13.—The Governor General in Council does not consider it to be necessary, on the present occasion, to record any opinion on the assertion continued in your several representations, that the Law Officers of the Company at Fort St. George are deeply interested in the fate of Reddy Row. It is sufficient to observe, that the few instances in which the Commissioners appear to have consulted the Law Officers of the Company, and the nature of the subjects on which they have referred to their advice, are altogether insufficient to warrant your assertion, that they have acted under the influence of the Law Officers; and that his Lordship in Council considers your allegation, that they have acted under undue influence, (of which indeed you have furnished no proof) to be totally groundless.

14.—The Commissioners have as yet formed no resolution in regard to the nature of the opinion which they may ultimately express to the Commissioners in England on the claim of Reddy Row, and they have determined to suspend all further enquiry into any of the claims in which he is interested, until the final result of the proceedings which were held against him in the Supreme Court of Judicature at Madras shall be known. The apprehensions therefore which you express, that it is their intention to recommend the admission of the Bond for pagodas 38,500, in the name of Gopaul Row, being of course premature and conjectural, could not, with any propriety, be made the ground of an application for the removal of the Commissioners from their office, even if a report in favour of that Bond were established, to be errneous or reprehensible, which does not appear to the Governor General in Council to have been yet done; and the Governor General in Council does not consider himself to be yet enabled by the Document hitherto laid before him, to pronounce on that question, on which however his opinion is not called for by any thing contained in your Memorial.

15.—The Governor General in Council is not apprized of the progress made by the Commissioners on the investigation of the claims which have been preferred to them, but admitting, as you have stated, that it has been inconsiderable, this circumstance is sufficiently explained from the nature of the difficulties which they have had to encounter, without involving any imputation of blame for delays which might have been avoided.

16.—From the foregoing observations, you will infer that the Governor General in Council considers the whole of the charges which you have brought against the Commissioners to be unsupported by any proof, and to be utterly void of foundation. The conduct of these gentlemen in the discharge of the arduous and important duty which has been committed to them, as far as it has come under the notice of this Government, appears to have been equally distinguished by unremitted zeal, integrity and ability, and to entitle them to the support and confidence of the Supreme Government; your application, therefore, for their removal is entirely inadmissable.

17.—I am further directed to acquaint you, that the terms in which you have thought proper to animadvert on the proceedings of these gentlemen, and the unfounded accusation of partiality which you have brought against them, are considered by the Governor General in Council to be extremely indecent and reprehensible.

I am, &c. &c.

(Signed) *H. St. G. Tucker,*
Secretary to Government.

Fort William,
24th April 1809.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

EXTRACT Bengal Public Consultations, the 12th June 1809.

Chief Secretary at Fort St. George.

No. 2. To N. B. Edmonstone, Esq. Chief Secretary to Government, Fort William.

Sir,

I AM directed by the Honourable the Governor in Council, to request that you will submit to the Right honourable the Governor General in Council, the accompanying copy of a Letter received from the Commissioners for investigating the Carnatic Debts.

I have, &c.

Fort St. George,
20th May 1809.

(Signed) *A. Falconer,*
Chief Secretary to Government.

To the Chief Secretary to Government.

Sir,

1.—ON the 29th ultimo we had the honour to transmit to you, for the notice of the Honourable the Governor in Council, the copies of a Correspondence which had recently taken place between us and Mr. Brodie, on certain points connected with the case and situation of Roy Reddy Row.

2.—We have now the honour to communicate to you the copy of a Letter which we received a few days ago from Mr. Wm Light, an attorney of the Supreme Court, together with a copy of the Answer which we thought it proper to return to it.

3.—At the time of sending this Answer, it was entirely unknown to us, against whom the intended prosecution, mentioned by Mr. Light, was meditated; and our Answer, declining to furnish a copy of the Bond required, proceeded solely upon the principle avowed in it, that we considered it improper to aid the institution of legal proceedings against a claim, with the merits of which, as it had not been under our consideration, we were wholly unacquainted.

4.—We have since learnt, however, that on the 9th instant, Mr. Brodie preferred a Bill of Indictment to the Grand Jury, charging Reddy Row and others with a conspiracy, to defraud Mr. James Dott, Mr. Alexander Brodie, (two gentlemen, who not being in India, cannot have authorized the use of their names) himself and other creditors of the late Nabobs, by the forgery of a Bond in the name of Tanjore Ramaswamy Moodlye, for the sum of pagodas 138,765, on which a claim has been preferred by Messrs. Harrington & Co. as the attornies of the heir of the original creditor.

5.—The Bill we understand, after the examination of the witnesses produced in support of it, who were four in number, all of them conspicuous for their activity against Reddy Row in the proceedings connected with his former trials, and one of them, Bheemia Row, a person of whom the Honourable the Chief Justice, said in his charge in Court, that "He was infamous on his own avowal," was thrown out by the Grand Jury.

6.—The conduct of Mr. Brodie on this occasion constitutes the second instance which persons claiming to be creditors of the late Nabobs, and who have signed Articles of Agreement, by which they engage to submit themselves wholly to the arbitration of Commissioners, have removed from before us, who are appointed the subordinate Commissioners to examine and report for the decision of superior Commissioners in England, claims which not only have not been under our consideration, but have not ever been advertised for enquiry.

7.—That this procedure is a direct encroachment on the province of our duty, and an entire violation of the spirit of the Deed of Covenants, executed by the claimants on the Carnatic Fund, must be admitted, we conceive, by every person who considers the nature of our appointment, or refers to the Articles of Agreement contained in that Deed; and we deem it an act of justice to ourselves, thus publicly to record our sentiments on the subject of a practice, which, if it continue to prevail, must unavoidably render our situation so difficult and embarrassing, that we shall be compelled to relinquish every hope of completing a

duty,

duty, of which, even under the most favourable circumstances, we can scarcely venture to contemplate the termination.

We have, &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 12th May 1809.

(Signed) Wm Parker, S. T. Goad, Henry Russell.

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

No. 3.

W. Parker, S. T. Goad, and Henry Russell, Esquires, &c. &c. &c.

Gentlemen,

I HAVE to request that you will permit the bearer to take a copy of the Bond, 8th December 1775 for 1,38,765 pagodas of the Nabob Wallajah, claimed by Messrs. Harrington and Co. as attornies to Mootiah Moodelian, the brother and heir of Tanjore Ramaswamy Moodr, and numbered in the advertisement 71, as it is required by Mr. Brodie and others for the purpose of prosecuting the Persons who have forged the same.

I am, &c.

Fort St. George, 9th May 1809.

(Signed) *William Light*, Attorney at Law.

To Mr. Light.

Sir,

1. WE have received your Letter of this date.

2. The Bond in the name of Tanjou Ramaswamy Moodeliar mentioned in your Letter, has not yet been advertised by us for investigation; if the result of the inquiry which we shall hereafter have occasion to make into that Claim shall lead us to suppose that the Bond is a forgery, we shall willingly afford every facility in our power to any persons who may be desirous to institute a prosecution against the parties implicated in the fraud; but upon a general principle we think it proper to decline giving any assistance to measures adopted against a claim with the nature of which we are at present unacquainted.

We are, &c.

Office of Commissioners for investigating the Carnatic Debts, Fort St. George, 9 May 1809.

(Signed) W. Parker, S. T. Goad, Hy Russell.

Ordered, That the Government of Fort St. George be informed, that it does not occur to the Governor General in Council to offer any remarks on the foregoing Letter from the Commissioners for investigating the Carnatic Debt.

No. 2.

Extract Bengal Public Consultations the 30th June 1809.

Chief Secretary at Fort St. George to N. B. Edmonstone, Esq. Chief Secretary to the Government at Fort William.

Sir,

Para. 1. IN transmitting the accompanying Address from Messrs Abbott and Maitland to the Right honourable the Governor General in Council, I am directed to request you would state to his Lordship in Council, that this Government in abandoning the prosecution alluded to by Messrs Abbot and Maitland was not influenced by any of the motives ascribed to it.

2. The real and obvious grounds of that measure were the anticipation of the intended prosecution of Paupiah, by the Grand Jury finding a bill in support of his charge against Reddy Row; the unexpected result of three trials, and the impression arising from those verdicts, under which the Governor General in Council has since also acted, in recommending an application to Parliament.

I have, &c.

Fort St. George, 31st May 1809.

(Signed) *A. Falconer*, Chief Secr to Govr.

No. 10.

Messrs. W. Abbott and R. A. Maitland;

To the Right Honourable Lord MINTO, Governor General in Council, Fort William.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

My Lord,

We have the honour to submit to your Lordship in Council copy of a Memorial forwarded through this Government to the Honourable the Court of Directors, by the late dispatch.

2.—We are sorry to trouble your Lordship in Council so often upon the subject, but we think it a duty incumbent upon us to lay every thing relating to it before your Lordship, as the representative of one of the parties of the Deed of Covenant executed between the Honourable the East India Company and the private Creditors of the late Nabobs of the Carnatic.

3.—We think it of importance to state to your Lordship the particulars of a prosecution commenced by the Law Officers of Government against Avadaunum Paupiah, Braminy, and others, for a conspiracy to forge a Nabob's Bond, and abandoned by them in the last Sessions; likewise of a prosecution against the same Paupiah, and other persons, for a conspiracy and perjury, announced by the Commissioners, but never carried into effect.

4.—A few days after the informations were lodged against Roya Reddy Row and Anunda Row, for the forgery of which they stand convicted, informations were brought forward by the Law Officers acting under the orders of Government, against Paupiah and three others, for a conspiracy to forge a Nabob's Bond. The parties were held to bail upon this charge, and a bill of indictment was preferred and found against them at the October Sessions of Oyer and Terminer. The trial lay over, we believe by consent, until the ensuing Sessions of January. Some time during this Sessions Paupiah died, but the other three persons were forthcoming, and no notice was given by the Law Officers of their going to trial against them. A third Sessions came on upon the 8th instant and terminated upon the 10th. In this last Sessions the Company's Solicitor gave notice to the Solicitor for the Defendants that Government did not mean to prosecute the indictment. The parties were accordingly brought up and their bail discharged, no prosecutor appearing against them.

5.—In the Letter which the Commissioners addressed to the Justices of the Peace, under date 26th July last, copy of which we had the honour to forward to your Lordship in Council, with our Memorial of the 5th January, they expressly say, We have accordingly thought it proper to submit a recommendation to the Honourable the Governor in Council, that the Law Officers of Government be requested to inspect our proceedings, with a view to the institution of a prosecution against Avadaunum Paupiah, and others, for conspiracy and perjury. No such indictment has ever been preferred against Avadaunum Paupiah and others. Hence we can only draw one of three conclusions. First, either the Honourable the Governor in Council did not give credit to the conspiracy, and consequently did not direct the Law Officers of Government to inspect the proceedings of the Commissioners, with a view to the institution of a prosecution against Avadaunum Paupiah and others; or, Secondly, they did give such directions, and the Law Officers did not find ground for such prosecution. Or, Thirdly, the Commissioners themselves never believed in the conspiracy, and never did, in fact, recommend such prosecution. As to the first conclusion, considering the sentiments that Government appear to have entertained regarding these prosecutions, it is not reasonable to suppose that it would refuse to accede to a recommendation of this nature from the Commissioners. With regard to the second, as it is notorious that these Gentlemen have acted by the advice of the Law Officers in all matters regarding the late prosecution, we cannot believe that the Commissioners in the first instance recommended a prosecution which the Law Officers afterwards disapproved of. We are therefore reduced to the third and only conclusion that remains for us, namely, that the Commissioners themselves never believed in the conspiracy. Upon these two circumstances, the abandonment of a prosecution commenced, and the non-commencement of one announced we shall forbear to remark, but we humbly submit them to your Lordship to draw your own conclusions from them.

6.—As the question of the validity of a verdict, given in opposition to the directions of the Judge, was argued in the Supreme Court, upon the motion

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

made by the Advocate General for a new trial, on the case of Roya Reddy Row and Anunda Row; and as the late trials may have given rise to the discussion of the same question in other places; although the motion for the new trial has been totally abandoned by the Counsel for the defendants, and although the arguments against the granting of it, upon the ground of the verdict being contrary to the directions of the Judge, were supported by the authorities of Lord Vaughan, Lord Camden, Mr. Justice Forster, Wilmot, Wilson, and Gould, it may not be improper to state to your Lordship, what a learned judge of our own time has said upon the same subject, and which we should have been proud to have adduced before, had the report sooner fallen into our hands. Upon a late trial before the Supreme Court of Judicature at Calcutta, the learned Chief Justice, Sir Henry Russell, in passing sentence upon the defendant, after stating to him that the Jury had found a verdict of Guilty against him, proceeds thus: "Whether I should have found the same verdict I will not pretend to say; but it would be great presumption in me to suppose, that the Jury have done wrong. In matters of law it is our duty to inform and direct the Jury. But, as to facts, and the conclusions to be drawn from them, they are as competent as any of us to judge, and it is their peculiar province to decide. When, therefore, twelve honest sensible men differ from me in opinion, in such a case as this, I think it most probable that they are right, and that I am wrong." If such was the opinion of that learned Judge, regarding a verdict that was not entirely approved of by himself, and given by an ordinary petit Jury, we think we shall not be accused of presumption and extravagance if we assert our confidence as to his opinion regarding the three verdicts lately obtained, two of them given by Special Juries, and all three arising out of the same matter, and supporting and corroborating each other.

We have, &c.

Madras,
20th May 1809.

(Signed) Wm Abbott,
(Signed) R. A. Maitland.

No. 4.

To the Honourable the Court of Directors of the United East India Company, London.

Honourable Sirs,

WE beg leave to submit to your honourable Court, copies of the several Memorials which we have had the honour to present to the Supreme Government of India, since the date of our last Memorial to your Honours, together with their several enclosures, List of which we annex hereto.

By these your honourable Court will perceive that Mr. John Batley and Roya Reddy Row were convicted by a Special Jury upon the 6th of March, of a cheat and conspiracy, and that notwithstanding this was the third verdict obtained against the same association, the parties were left at large upon their Recognizances.

We lament that we are not yet able to communicate to you the result of our several Memorials addressed to the Supreme Government, though we rely with confidence upon the wisdom and justice of the Right honourable the Governor General for a favourable one.

In our Memorial of the 23rd February we had the honour to enclose copy of a correspondence with the Commissioners regarding the furnishing of papers, which we considered to be necessary to enable us to bring to justice such other persons as should appear to have been concerned in Roya Reddy Row's fraud, and we acquainted your honourable Court that we had been compelled to apply to the Supreme Court of Judicature to enforce the production of these papers. The motion was argued in the Supreme Court upon the 4th of April, but as the Chief Justice has not yet delivered the judgment of the Court upon it, we have lost the opportunity of bringing forward the prosecutions that might be necessary at the late Sessions of Oyer and Terminer, which closed on the 10th instant.

Upon the subject of the above correspondence we beg leave to call the particular attention of your Honourable Court to the unworthy and disingenuous conduct of the Commissioners in suppressing their Letters of the 3d February, when they preferred their complaint against us to Government, as particularized in our Memorial to the Supreme Government of the 8th March.

We

No. 10.

Communications to The Court of Directors, from the Governor General; relative to recent Trials (at Madras) for perjury.

Bengal Pub. Cons.

We have the honour to communicate to your Honourable Court, that a Bill of Indictment was preferred at the last Quarter Sessions against Roya Reddy Row and others, for a conspiracy to cheat the Honourable East India Company and the private Creditors, by means of a forged Bond in favour of Beojenga Row for 138,000 pagodas, but that the Grand Jury returned the Bill "not found," owing, we believe, to the whole of the evidence not being before them. It is however pretty well known that the Bond in question is a forgery; and we have no doubt it will prove so if duly investigated.

The absence of Mr. Parry from the Presidency, prevents him from signing this Memorial.

We have, &c.

Madras, 13th May 1809. (Signed) W^m Abbott,
R. A. Maitland.

Ordered, That the Government of Fort St. George be informed that the Governor General in Council having in his Letter of the 24th of April last communicated very fully to that Government his sentiments on the representations which were submitted by Mess^rs Parry, Abbott, and Maitland, it does not appear to the Governor General in Council to be necessary to offer any remarks on the recent Address from two of these Gentlemen, as it does not involve any question which calls for the decision of the Supreme Government.

EXTRACT of Public Letter from Bengal, dated 30th June 1809.

126.—On our Proceedings of the 30th June your Honourable Court will find recorded a further Letter from Messrs. Abbott and Maitland, regarding the conduct of the Commissioners appointed to investigate the Claims upon the Nabobs of the Carnatic; but as the representations of those Gentlemen did not appear to us to involve any questions calling for the decision of this Government, and as we saw no reason whatever to alter the sentiments previously expressed by us on the conduct of the Commissioners, we did not deem it necessary to enter into any particular consideration of the circumstances adverted to by Messrs. Abbott and Maitland.

127.—Having also in our Letter to your Honourable Court of the 24th April last furnished every explanation in our power on the questions which have been agitated at Fort St. George regarding the Carnatic Debts, we shall refrain from offering any further remarks on the subject.

No. 11.

Copy of DISPATCHES sent to *India*; approving the Conduct of the *Madras* Government, on the subject of the late Proceedings of the Courts of Juſtice in that Presidency.

No. 11.

Dispatches to India.

Fort S[t] George.—Law Department. (Separate.)

OUR GOVERNOR IN COUNCIL, at FORT ST. GEORGE.

Para. 1.

WE have perused, with much attention, such parts of the Advices contained in your Dispatches of the 24[th] October 1808, the 27[th] January, and 28[th] February 1809, in the Law Department, as describe your proceedings relative to the inveſtigation of the Debts of the late Nabobs of the Carnatic, and to other transactions arising out of that subject.

2. We have to lament, that at a time when we thought effectual means had been taken to secure a quiet and final adjuſtment of those debts, which from their commencement have been a source of intrigue, and of many evils to our affairs, they ſhould be the occasion of new disputes and litigations which have convulsed the whole settlement of Fort St. George, and given no little trouble to the Government itself. Such has been long the general suspicion of the origin and character of many of those debts, that a ſtrict scrutiny into the nature and juſt extent of every claim upon the Carnatic, previous to the admission of it, was held to be a measure of self-evident propriety and necessity. To conduct this scrutiny in the moſt efficient manner, a set of gentlemen, of eſtabliſhed reputation, wholly unconnected with the Carnatic Debts, were conſtituted Commissioners in England; and another set, to act in subordination to them at Fort St. George, were selected from the Bengal Civil Service. The qualities which recommended these gentlemen were ability, character, acquaintance with the languages and affairs of India, and being also entirely unconnected with the people and local intereſts of Madras. Every due precaution, in ſhort, was used to secure an intelligent and impartial enquiry. It was however to be expected, that those bond-holders who were conscious of unsoundness in their claims, would be adverse to close and thorough inveſtigation, and in proportion to the amount of claims of this description might the opposition be expected to be ſtrong.

3. But we confess we were not prepared for claims which were mere forgeries, much less for that inundation of forged bonds, which appears to have poured in upon the settlement of Fort St. George, from the time it was underſtood that an arrangement was going on here for the liquidation of the Carnatic Debts. The reported amount of those forgeries, which, by the loweſt eſtimate, seems to be seven or eight times more than the valid claims, aſtoniſhes us, and gives but a melancholy idea of the morals of the numerous parties who muſt have been concerned in that nefarious manufacture. When informations were brought before you, of the exiſtence of such fabrications, and the belief of it became general, it was perfectly natural for the Government to inſtitute an enquiry into so iniquitous a practice. We approve, therefore, of your having appointed a Committee for this purpose; and if we have any thing to regret here, it is that the enquiry was not deemed necessary in or soon after the month of December 1807, when notices of the practice were firſt communicated to you; for if an enquiry had then been inſtituted, the Report laid before you by the Committee about the

No. 11.

Dispatches to India.

beginning of June 1808, might have been made some months sooner, and the practices of those concerned in the forgeries have received an earlier check. If bonds really granted by the late Nabobs, and regularly entered in their regiſters, might nevertheleſs have been given on conſiderations ſo inſufficient or exceptionable, that the holders of them might wiſh to avoid a very cloſe ſcrutiny, much more would claimants on bonds which they knew to be forged be unwilling to ſtand any rigorous enquiry. They might expect to be encountered by parole evidence, and alſo by the evidence of the vouchers or regiſters in the Nabob's duſters or offices. The former, we are ſorry to have long had reaſon to believe, is to be procured among the natives of India in almoſt any cauſe; the latter, were it even certain that the attempts made to falſify them were in ſome inſtances ſucceſsful, cannot poſſibly, from all the circumſtances adduced in the late enquiries and trials at Fort St. George, be ſuppoſed to have been generally vitiated, or vitiated in ſo material a degree as to countenance any large portion of the vaſt maſs of forged bonds. Whilſt therefore thoſe who ſhould look for ſupport to their claims, true or falſe, from the regiſters, would be diſpoſed to uphold the authenticity of thoſe records; the object of perſons preferring claims which they were conſcious would not be ſanctioned by the regiſters, would naturally be to deſtroy their authority and credibility. And it would have an obvious influence, that thoſe who ſhould take this courſe of depreciating the evidence of the regiſters, muſt be aware that they had no benefit to expect from them. In point of fact, it ſeems clear, as far as enquiry has yet gone, and in point of probability alſo, to be entirely admiſſible, that incomparably the larger proportion of the forged bonds has no correſponding entries in the regiſters; and therefore the claimants on bonds which they know to be of this character, and in this predicament, unleſs they can get the regiſters into their own power, or a laxer mode of inveſtigation ſubſtituted for the preſent one, can hope for nothing better than by deſtroying the credit of thoſe documents, and throwing every thing into confuſion, to place all claims upon a level.

4. The Reports of the Committee of Enquiry, who appear to us to have performed their duty with fairneſs and ability, contain important information.—The Committee ſay, "it is eſtabliſhed by the cleareſt teſtimony, the concurrent admiſſion of four perſons concerned in the attempt, that the entries in the treaſury of the durbar, for four ſeveral months in different years, were taken away by perſons in charge of that office, with the intention of ſubſtituting fabricated entries in their room; but the practice being ſuſpected, and the treaſury ſecured by the order of the Nabob, one who was privy to their deſigns diſcloſed them, and delivered up ſome of the papers which had been withdrawn from the books. These are now before the Commiſſioners for the Carnatic debts. One of theſe perſons was Sooba Row, who had been sheriſtadar of the Nabob's treaſury, and diſmiſſed two years before for a defalcation in the money under his charge. Another was Vencata Row, firſt the deputy of Sooba Row as sheriſtadar, then his ſucceſſor in that office, and now ſtated to be his accomplice in a fraud reſpecting the records of it. Soon after the diſmiſſion juſt mentioned of Sooba Row, a preſent was tendered to the Nabob, of 10,000 pagodas, to reinſtate him in his office. This tender, ſo entirely diſproportioned to the profits of the office, which were only ſixty rupees per month, was made on the part of Avadaunum Paupiah Braminy, a man of recorded infamy, and notoriouſly a very large claimant on the late Nabobs of the Carnatic. On theſe grounds the Commiſſioners naturally ſuſpected that the offer of Paupiah was made with deeper views than the mere reſtoration of Sooba Row to his office; and further evidence confirmed this ſuſpicion. By the Second Report of the Commiſſioners, Paupiah appears to have been engaged with Sooba Row in the forgery of a Nabob's bond of Pag' 46,000. The evidence produced in that affair, further repreſented Sooba Row as communicating, in a confidential converſation, that he had been ſupported by Paupiah during his impriſonment for the attempt abovementioned; had been releaſed by his applications, at a conſiderable expence to the Supreme Court; was then in his pay, and that Paupiah's inducement thus to aſſiſt him, was his having Nabobs bonds for 12 lacs of pagodas, of which 8 lacs had been paid, and the receipts for them lodged in the treaſury; but Sooba Row had withdrawn thoſe receipts, inſerting correſponding entries in the duſters, and had returned the receipts to Paupiah, who was preparing a ſet of accounts to agree with this ſtate of things. Whether the evidence of three or four witneſſes, who declared Sooba Row to have

have made this communication in their hearing, ſhall be thought ſatisfactory or not, it ſeems clear, from various circumſtances which came before the Committee of Enquiry, and the Commissioners for inveſtigating the Carnatic debts, that it was an object with Paupiah to have the officers of the duſter where the bonds were registered favourable to his claims on the durbar; with this view he laboured the reſtoration of Sooba Row, and as it came out afterwards before the Supreme Court, proposed, about the month of May 1808, a treaty of friendſhip with Reddy Row, the ſheriſtadar of the Carnatic; one condition of which was to be, that he the said Reddy Row ſhould make no opposition to the admission of the bonds held by Paupiah; a condition to which Reddy Row refuſed to accede.

5. When the Committee of Enquiry reported to you, that they had no reason to doubt the truth of the evidence on which Paupiah and Sooba Row were accuſed of being the principal persons concerned in the forgery of the bond of 46,000 pagodas abovementioned, we are by no means surprized that you should not have remained passive under this information, and that you ſhould have adopted the course which appears natural in your situation, by directing a proſecution to be inſtituted againſt those persons, "with the view of deterring others "by their puniſhment from presenting similar fictitious claims."

6. Upon your transmitting information of this proceeding to the Commissioners for the Carnatic debts, they ſtated in reply, that at the time of receiving your communication they were about to submit to you an immediate report (then become unnecessary) relative to a dangerous and extensive conspiracy for the worſt purpose, of the existence of which they became convinced in the course of their proceedings on the very firſt case which had been under their consideration; that the principal party implicated in that affair was Avadanum Paupiah, apparently so deeply concerned in the forgery of a bond for 46,000 pagodas, and that the object of this conspiracy, of which he was at the head, whilſt it comprehended the gratification of private malignity and revenge, seemed to have a close connection with his design (rendered apparent by the evidence before the Commissioners of Enquiry) of introducing his coadjutor in forgery, Sooba Row, to their confidence, for the purpose of abusing it, and for insuring success to a complicated scheme of fraud and chicanery in which they were jointly engaged.

7. The Commissioners therefore recommended, according to their original intention, that the Company's law officers ſhould be directed to inſpect their proceedings, for the purpose of considering whether they did not afford grounds for an additional proſecution of Paupiah for conspiracy, and againſt several of his witnesses for perjury. That the law officers of the Company ſhould be desired to avail themselves of the further information contained in the proceedings of the Commissioners, on the subject of the alleged forgery of the Nabob's bonds, for which they had already been directed to commence a proſecution, seemed to admit of no queſtion; and we approve of the inſtruction you gave them to that effect.

8. At this ſtage of your proceedings, a new scene presents itself: Paupiah, about to be proſecuted in the Supreme Court for forgery, becomes himself the accuser in that Court of Reddy Row, the principal native assistant of the Commissioners for inveſtigating the Carnatic Debts, of the very same crime; an accusation which he and two of his native adherents had been juſt attempting to eſtabliſh before the Commissioners, with so much appearance of perjury as to be in danger of proſecution on that account; but at this moment these persons get the start of the Company's law officers in point of time, and inſtead of appearing as defendants on an ignominious charge, place the sheriſtadar of the Carnatic in that disgraceful situation. The history of this transaction is given in the letter addressed to you by the Commissioners, under date the 10th Auguſt 1808. Reddy Row was a man of long service under the Nabobs of the Carnatic, of much knowledge in their pecuniary concerns, and of uncommon respectability of character. The Nabob had directed him to attend the Commissioners, in order to furniſh information respecting the durbar transactions. This placed him in a situation of great importance, with regard to the claims upon the Carnatic. It has already been noticed, that Paupiah endeavoured to gain him over to countenance his large demands. It is ſtated by the Commissioners, that only twenty days before bringing forward the accusation now described, and whilſt the matter on which it

No. 11.

Dispatches to India.

was founded, was under enquiry by the Commissioners, Paupiah went at midnight to the house of Reddy Row, offering to prevent his agents from appearing againſt him before the Commissioners, provided Reddy Row would bind himself in writing to effect the admission of all Paupiah's claims by the Commissioners. Having failed in this attempt, Paupiah next appears publicly, by an Engliſh solicitor, as his accuser, before those gentlemen.

" The accusation," say they, " was avowedly and oſtensibly directed to the in-
" validation of a claim preferred before us by Reddy Row; but this we are per-
" suaded was only a secondary object with the accuser. His real end was to
" ſtigmatize the character, and to remove from our office the person of Reddy
" Row, who possesses too much knowledge on the subject of the transactions,
" which for many years paſt have taken place at the durbar, not to be an object
" of alarm to Avadaunum Paupiah, one of the largeſt of the claimants on the
" Carnatic." The direct matter of accusation, however, was immediately and patiently inveſtigated by the Commissioners. Reddy Row was himself a claimant on the Carnatic, and his name had appeared as such in the London Gazette. " With respect to the abſtract fact," observe the Commissioners, " of Reddy
" Row, an old servant of the durbar, being one of many hundred creditors of the
" Carnatic, there was nothing we conceived in this circumſtance alone, which
" ought to exclude him from that place in our good opinion to which the con-
" fidence ſtill reposed in him by the present Nabob, and the high character with
" which he was introduced to us by his Highness's secretary, seemed to bespeak
" him entitled. At the same time, however, that we thought it unjuſt to draw
" any inference to the prejudice of Reddy Row from the mere exiſtence of his
" claims, we considered it advisable, adverting to the peculiarity of his situation
" in our office, to bring those claims to as early a determination as possible, and
" accordingly selected one of them *for the subject of our firſt enquiry.*" This was a bond dated in the year 1798, for pagodas 38,500, in the name of Omdut ul Omrah, to Gopaul Row. Reddy Row explained, that it was for money advanced to the renter of Arcot, to pay the Company's kiſt; that the principal part of it was from the funds of his own family, although as a servant of the Sircar he did not chuse the bond to be in his name; and the reſt was furniſhed by Gopaul Row, whose intereſt in the bond he paid for, receiving thereupon a transfer of the whole. Paupiah, by his Engliſh solicitor, accused Reddy Row, of having forged this bond subsequent to the death of the Nabob Omdut ul Omrah. After an inveſtigation which laſted eleven days, the Commissioners declared the result to be " the eſta-
" bliſhment of a persuasion in their minds, that the charge of forgery preferred by
" Avadaunum Paupiah, was a false and malicious attack on the character of
" Reddy Row, and that the two witnesses who had given their teſtimony in sup-
" port of it had been guilty of perjury." Those two witnesses were the same that appeared before the Committee of Enquiry as informers, and were by them reported to be totally undeserving of credit. They are by the Commissioners described to have been formerly servants of Reddy Row, and to have disagreed with him, and " their evidence to have been so defective in many essential points,
" so contradictory, and above all, so grossly improbable in all its parts, that had
" no other teſtimony been adduced to invalidate it, they never could have ima-
" gined it would have obtained a moment's credit." But on the other hand, they had the evidence of the Nabob's head moonſhee, of his European secretary, who had been thirty years at the durbar, of Nizam ud deen Khan, the grandson of the Nabob Wallajah, of other inferior witnesses, and of various documents on the records, to prove the facts which led to the granting of the bond at the date specified in it, and the signature to it to be the hand-writing of the late Nabob Omdut ul Omrah. Fruſtrated in this attempt before the Commissioners, Paupiah carried the accusation of forgery againſt Reddy Row to the Police Office. The firſt magiſtrate before whom it was brought, Mr. Taswell, on underſtanding the circumſtances of the case, refused to commit the parties accused, or even to bind them over for trial. The application was renewed before Mr. Maitland, the magistrate who next succeeded in rotation at the Juſtice's office; and from him it had a more favourable reception. The Commissioners at his desire brought for his inspection the whole of their proceedings in this affair, with all the evidence taken before them; but " he thought it," say they, " inconsistent with his duty
" either to receive the depositions taken before us as evidence, or to examine the
" deposing parties before himself, and he actually committed Reddy Row and

" Anunda

" Anunda Row for trial at the next Sessions, on the sole evidence of Bheema Row " and Arnachella Row, for forging a bond, which to this moment has not been " identified." Those two persons, Bheema Row and Arnachella Row, were the same whom the Committee of Enquiry deemed utterly unworthy of credit, and whose inconsistencies, improbabilities and contradictions, rendered them in the opinion of the Commissioners not only unworthy of credit, but deserving of prosecution for perjury.

9. We ſhall here pause to make a few reflections on the transactions, which have thus been brought under our review.

10. As we can have no doubt that our Government in the part they have taken in these proceedings, have been actuated by a sense of duty and motives purely public, and in pursuance of the inſtructions contained in our letter of the 18th February 1807, to afford the Commissioners every sanction and assiſtance necessary to uphold their authority; so we muſt form the same conclusion with respect to the Commissioners for inveſtigating the Carnatic Debts. They appear to us to have been governed by the principles and views which men in their situation ought to possess. We can indeed assign no reasonable motive for their admitting into their minds any influence of a contrary kind. Objects of an honourable selection, and placed conspicuously in the public view to discharge the high office of Arbitrators, in a cause of great importance to many parties, with all of whom they are unconnected, they have every possible inducement to the juſt and careful performance of their duty; and hitherto they seem to have manifeſted the judgment, temper and impartiality, requisite for the due execution of their truſt. It is obvious, however, that where the intereſts are so many and various, the task they have to accompliſh muſt be difficult, and to please all parties perhaps impossible; for whilſt the only intereſt of the Commissioners is to do that which is right, every creditor will feel an intereſt in the success of his own claim. The force and influence of this feeling are likely to be much augmented by the great accumulation of claims; but we could not have anticipated any such daring efforts as Paupiah appears to have made, in order to obtain an influence in the Nabob's dufters, and at the other sources of information. It is impossible for the largeſt ſtretch of candour to suppose, that in his prosecution of Reddy Row he was actuated by the leaſt consideration for the intereſt of the fair creditor; and the infamy of his own character, with all the disgraceful circumſtances developed in the course of his attack upon that person, throw such a deep ſhade over it, that we cannot but wonder at the degree of countenance and support which seems to have been from the firſt afforded to it.

11. If before the commencement of these transactions it had been proposed as an abſtract queſtion, whether the law officers of the Company ſhould prosecute or defend suits at the inſtance of the Commissioners for inveſtigating the Carnatic Debts; and if such events as have since occurred could have been foreseen, it might, perhaps, have been thought more expedient that the Commissioners ſhould employ their own Lawyers; but the firſt inſtance in which they desired the assiſtance of the Company's officers, was only a continuation of the same cause in which you had before engaged them, and every succeeding case ſtood so closely connected with that which preceded it, as to lead you naturally to be of opinion, that the same support could not have been refused without giving room for conſtructions positively injurious to what you deemed the cause of juſtice. And these circumſtances furniſhed a sufficient juſtification of your conduct, if the principle itself, of employing the Company's officers at the inſtance of the Commissioners, had been in its nature exceptionable; this however we are by no means disposed to grant, though in a different ſtate of things it might have been deemed advisable to avoid giving any pretence for objection. The objection which was urged, namely, that the employment of the Company's law officers againſt those who firſt came forward to expose forgery, might deter others from venturing upon the same course, seems inapplicable to the present case. The prosecution directed to be inſtituted in consequence of the Report of the Committee of Enquiry, was not againſt persons who came forward to expose forgery, but againſt Paupiah and Sooba Row, who were themselves accused of being concerned in the forgery of a bond for 46,000 Pag'; and the additional prosecution intended to have been brought againſt Paupiah for a conspiracy, and againſt some of his witnesses for perjury, was, as before ſtated, only a consequence and

No. 11.

Dispatches to India.

continuation of the former proceedings. In point of fact, the spirit with which the proceedings of the Government and of the Commissioners in relation to the Carnatic Debts, have hitherto been met, notwithstanding the employment of the Company's law officers, has been the very reverse of timidity, and even of respect.

12. We next proceed to notice the conduct of certain creditors of the late Nabobs, Messrs. Roebuck, Abbott and Parry, who have taken so prominent a part in these transactions. It appears to us, that by their letter to you of 20th August 1808, they most improperly interfered with the proceedings and authority of the Commissioners, in the execution of the duty entrusted to them, and likewise reflected, in a most disrespectful manner, upon the conduct of the Government itself in supporting, in pursuance of the spirit of our orders, the measures of the Commissioners; and this they did by an incorrect statement, in which important circumstances were omitted, and there was a perversion of the order of events, of facts, and of terms. From their description of themselves, it might have seemed that they were a standing Committee, chosen to represent the body of fair creditors; whereas they had been appointed only a few weeks after the disputes set on foot by Paupiah and others began, and might almost be said to be self elected; the meeting at which they were chosen not having, according to the Advocate General's report, consisted of above seven or eight persons, and of that number, Paupiah by his English attorney was one. They began their statement of facts with the commitment of Reddy Row and Anunda Row by Mr. Maitland, and describe the order of Government, to consider whether there might not be ground to institute a prosecution for perjury against the persons on whose evidence those men were committed, as an interference with the course of justice; whereas the very contrary was notoriously the case. The directions to the law officers to enquire into the ground of a prosecution for forgery against the accusers of Reddy Row, was the first in order of time; and the appeal of those accusers to the sitting magistrate, after having failed in their object before the regular tribunal of the Commissioners, appears to have arisen from a design at once to pursue their hostility against Reddy Row, and to place themselves in the situation of prosecutors, instead of defendants, against the charge of an infamous crime. It is further to be observed, that these gentlemen describe the evidence of the two accusers of Reddy Row, as if it had been voluntarily given with the fair view of supporting justice, and were unexceptionable in its character; whereas the decision of the Commissioners, the only competent authority which had then examined it, stated the whole to be the result of conspiracy and falsehood; it was therefore a discredited evidence when Mr. Maitland chose to act upon it, and if these gentlemen had adverted to this fact, they could have found no plea for their remonstrance. To discourage fraud and perjury, which was the object of the Commissioners and the Government, these gentlemen represent as deterring the weak natives from giving information, and as stifling all enquiry. They have further omitted to notice, that Mr. Maitland acted exclusively upon the evidence of these two discredited and most suspicious witnesses, refusing to examine any other persons, or to look at the examinations which the Commissioners had gone through, and which at his own desire had been laid before him. Nothing could be more unreasonable and indecorous than for these gentlemen to expect that the prosecution, proposed after mature investigation by the Commissioners, should be stayed by this proceeding of Mr. Maitland. The whole of this letter is exceptionable in its texture, and it appears to have had no object but that of discrediting the proceedings of the Commissioners and the Government, and serving the purposes of a party, among whom Avadaunum Paupiah was a conspicuous figure.

13. We behold, with extreme surprize and concern, the great degree of irritation which arose at the very commencement of the investigation of the Carnatic Debts. That feeling may have been aggravated by other public circumstances, and it is calculated in its turn to diffuse discontent. But it will be our endeavour, that the peace of society be not destroyed, and the authority of Government questioned by the agitations of any description of Carnatic Creditors, a body which originally grew up in direct disobedience to the orders of the Company, and in opposition to the duty of those who lived in its service, or under its protection. We, on all these considerations, approve of the measures you have adopted

adopted in relation to Messrs. Roebuck, Maitland, and Parry; and we are sorry to find that the first named of these gentlemen, after experiencing many years ago our displeasure for his violent conduct respecting the Carnatic Debts, should again have fallen under your just censure on similar grounds.

14. We shall deem it incumbent upon us to support the Commissioners for investigating the Carnatic Debts, against unjust attacks; and we see, with much satisfaction, by the address of a respectable body of agents and merchants to them, that, though their conduct has been arraigned by the few persons above-mentioned, the great majority of the representatives of the creditors and the commercial class at Fort St. George have borne testimony to the integrity of their characters and discretion of their conduct; as long as they perform the duties of their office with justice, uprightness and diligence, we shall give them our support; and if the creditors continue to interrupt their proceedings, they must themselves be the sufferers, for it concerns them more than the Company that the claims upon the Carnatic be brought to a final adjudication.

15. With respect to the conduct of our Law Officers, particularly of Mr. Anstruther our Advocate General, it appears to us to have been marked with great ability and zeal throughout these transactions; and we cannot discern that his having been a holder by purchase of Carnatic bonds, has either unduly influenced him in the discharge of his professional duty, or should operate to impeach his character, considering the very general practice which seems to have prevailed among our servants of embarking in that concern; a practice which on many accounts we have great reason to regret, and upon which, if less general, we should have been inclined to animadvert.

16. We will only add, that the account he gives of the manner in which he became interested in the particular bond in question, and in which he had disposed of that interest before the late proceedings, appears to us satisfactory.

17. It is not our intention to enter into any consideration of the Trials which have taken place in the Supreme Court, nor of the situation in which those judicial proceedings, and the parties affected by them, at present stand; they will be finally determined by the competent authority; but in the mean time, so far as our duty, and that of our servants in the circumstances in which they were placed appear to be concerned, we have delivered those sentiments which our judgment dictates upon the earlier stages of those proceedings; sentiments, which though we remain open to further information and conviction, are unaltered by any view of the sequel that has yet come before us.

London,
26th September 1809.

We are,
Your loving Friends,

(Signed)

C. Grant.
W. Astell.
G. Millett.
C. Mills.
T. Metcalfe.
R. C. Plowden.
Geo. Smith.
I. Inglis.
I. Jackson.
W. Bensley.
Rd. Williams.
W. Wigram.
G. A. Robinson.

OUR GOVERNOR IN COUNCIL, at FORT ST. GEORGE.

Para. 1. OUR dispatch in this department, of the 26th September, by the Georgiana, conveyed to you our opinion and directions at large on your proceedings relative to the investigation of the debts of the late Nabob of the Carnatic, and on the transactions arising out of that subject; we avail ourselves of the communication with India overland, which is again opened, briefly to advert to some of the points contained in that dispatch.

2. Upon the variety of information which was brought before you respecting the forgery of bonds to an immense amount, it was perfectly natural that you should cause an enquiry to be made into so iniquitous a practice; we therefore approve of your having appointed a Committee for that purpose, though we regret that the enquiry was not commenced at an earlier period.

3. It

No. 11.

Dispatches to India.

3. It appears by their Report, that the Committee have performed their duty with fairness and ability.

4. Upon its being represented to you by the Committee, that Paupiah and Sooba Row were accused of being the principal persons concerned in the forgery of a bond for pagodas (46,000) forty-six thousand, we are by no means surprized that you ſhould not have remained paſſive under this information, and ſhould have directed a proſecution to be inſtituted againſt thoſe perſons "with a view "of deterring others by their puniſhment from preſenting ſimilar fictitious "claims."

5. With reſpect to the dangerous and extenſive conſpiracy for the worſt purpoſes, reported by the Carnatic Commiſſioners to be in exiſtence; we approve of your having directed the Company's law officers to inſpect the proceedings of the Commiſſioners according to their requeſt, for the purpoſe of conſidering whether they did not afford grounds for an additional proſecution againſt Paupiah for conſpiracy, and againſt ſeveral of his witneſſes for perjury; and the inſtructions which were iſſued to the law officers on this occaſion have alſo our approbation.

6. But before the proſecution could be commenced in the Supreme Court againſt Paupiah for forgery, he himſelf became the accuſer in that Court of Reddy Row, and of the very ſame crime. Under all the circumſtances of this caſe, as fully ſtated in our before-mentioned diſpatch, and conſidering alſo the infamous character of Paupiah and the reſpectable one of Reddy Row, we think, for the reaſons aſſigned in that diſpatch, that you were juſtifiable in employing the Company's law officers in the defence of the latter.

7. With reſpect to the conduct of Meſſrs. Roebuck, Abbott and Parry, it appearing by their letter to you of the 20th Auguſt 1808, that they moſt improperly interfered with the proceedings and authority of the Commiſſioners in the execution of the duty entruſted to them, and likewiſe reflected in a moſt diſreſpectful manner upon the conduct of the Government itſelf, in ſupporting, in purſuance of the ſpirit of our orders, the meaſures of the Commiſſioners, we approve your proceedings in relation to thoſe gentlemen, and alſo with reſpect to Mr. Maitland.

8. The conduct of our law officers, particularly Mr. Anſtruther, our Advocate General, appears to us to have been marked with great ability and zeal throughout theſe tranſactions. We ſhall deem it incumbent upon us to ſupport the Commiſſioners againſt unjuſt attacks, and ſee with much ſatisfaction the addreſs which bears teſtimony to the integrity of their characters and the diſcretion of their conduct.

9. We have not gone into any conſideration either of the trials which took place in the Supreme Court, or of the ſituation in which thoſe judicial proceedings, and the parties affected by them, remained. They will be finally determined by the competent authority; but in the mean time, ſo far as our duty, and that of our ſervants in the circumſtances in which they were placed appear to be concerned, we have delivered thoſe ſentiments which our judgment dictates upon the earlier ſtages of thoſe proceedings; ſentiments which, though we remain open to further information and conviction, are unaltered by any view of the ſequel that has yet come before us.

We are
Your loving Friends,
(Signed) CHARLES GRANT.
WILLIAM ASTELL.
&c. &c. &c.

London, 12th Oct. 1809.

No. 12.

No. 12.

Copy of DISPATCHES sent to *India*; approving or disapproving of the Removal of any Person from any Office held by him at *Madras* since the 1st January 1809.

No. 12.

Dispatches to India.

Extract Law Letter to Fort St. George, dated 26th September 1809.

Para. 16.

WE behold with extreme surprise and concern, the great degree of irritation which arose at the very commencement of the inveſtigation of the Carnatic debts. That feeling may have been aggravated by other public circumſtances; and it is calculated, in its turn, to diffuse discontent. But it will be our endeavour, that the peace of society be not destroyed, and the authority of our Government queſtioned by the agitations of any deſcription of Carnatic creditors; a body which originally grew up in direct disobedience to the orders of the Company, and in opposition to the duty of those who lived in its service, or under its protection. We, on all these considerations, approve of the measures you have adopted, in relation to Messrs. Roebuck, Maitland and Parry; and we are sorry to find that the firſt-named of these gentlemen, after experiencing many years ago our displeasure, for his violent conduct respecting the Carnatic debts, ſhould again have fallen under juſt cenſure on similar grounds.

Extract Law Letter from Fort St. George, dated 12th October 1809.

Para. 7. With respect to the conduct of Messrs. Roebuck, Abbott and Parry, it appearing, by their letter to you of the 20th Auguſt 1808, that they moſt improperly interfered with the proceedings and authority of the Commissioners, in the execution of the duty entruſted to them, and likewise reflected, in a moſt disreſpectful manner, upon the conduct of the Government itself, in supporting, in pursuance of the spirit of our orders, the measures of the Commissioners; we approve your proceedings in relation to those gentlemen, and also with respect to Mr. Maitland.

Extract Public Letter to Fort St. George, dated 22nd February 1811.

Para. 8. Mr. Cecil Smith, of your Civil Eſtabliſhment, to whom you granted permission to proceed to Bengal, and eventually to England, having arrived in this country, has addressed to us a Memorial, detailing the circumſtances of his removal from the offices of Accountant General and Civil Auditor, and praying an inveſtigation into the same. We have accordingly proceeded to a perusal of your several advices in the Public Department, under date the 24th October 1808, 29th January, and 15th May 1809, together with such parts of the correspondence and proceedings referred to therein, as bear upon Mr. Smith's individual case; by which documents we are informed, you displaced Mr. Smith from his offices, in consequence of the proceeding adopted by him in the audit of Mr. Sherson's Accounts.

9. In giving our opinion on this subject, we ſhall refrain from any observations which may be supposed to attach, in any degree, upon Mr. Sherson, whose conduct will come separately under our notice.

10. In the course of our examination into the merits of the case before us, it is impossible for us not to observe, and mark with our disapprobation, the great impropriety of Mr. Smith's conduct, in considering himself as the defender of Mr. Sherson, while his duty was clearly that of simply auditing that gentle-

No. 12.

Dispatches to India.

man's Accounts upon juſt and correct principles, according to the nature of the inſtructions received by him for that purpose.

11. This is not, however, the only inſtance in which we see reason to diſapprove of Mr. Smith's conduct, as connected with the ſubject of his audit of Mr. Sherſon's Accounts; we also think that Mr. Smith has very unbecomingly entered into unnecessary altercations with the Grain Committee, in language highly cenſurable, and that some of his remarks on their conduct and proceedings are very diſreſpectful; at the same time we are compelled to allow, that the animadverſions of the Committee on Mr. Smith's conduct, are conveyed in a style and manner of expreſſion not to be defended, and such as might be expected to create, in an irritable mind, the feelings expreſſed by Mr. Smith.

12. We find that after Mr. Smith had, under your ſanction, proceeded in the audit of Mr. Sherſon's Accounts, he received your orders to diſcontinue it, but not before he had completed it in the usual official form; and which, notwithſtanding the objections offered to the audit by the Grain Committee, you required Mr. Smith to lay before you. Now as the document was not submitted to you until called for, and was also accompanied with the necessary explanations to ſhew the principle on which it was formed, and although your final determination thereon was the annulment of it altogether, you did not attach any corrupt motive to Mr. Smith. Taking therefore these circumſtances into our conſideration, together with those ſtated in the preceding paragraphs, we have agreed to permit Mr. Smith to return to our ſervice on your Eſtabliſhment, whenever he ſhall apply for permiſſion to do ſo, in the confident expectation that he will himſelf, on reflection, see the error into which he has fallen, and will in future conduct himſelf with ſuch a degree of moderation and forbearance, as will juſtify your appointing him to any ſituation in which his talents and abilities may be uſefully employed.

No. 13.

RETURN to the following Order of the Houſe of Commons, of the 21ſt of February 1811.

> "*Ordered*, That there be laid before this Houſe, Copies of all Proceedings "before the King in Council, upon the Caſe of Roya Reddy Row, "referred to His Majeſty by Sir Thomas Andrew Strange, Knight, "Chief Juſtice of Madras; together with all Communications from the "Court of Directors to the Government of Fort Saint George, on the "ſame ſubject."

IT does not appear, that any Papers or Proceedings upon the above ſubject, have been received at this Office.

Council Office, Whitehall,
8th March 1811.

CHETWYND.

No. 14.

No. 14.

Copy of a LETTER from Messrs. W. ABBOTT and A. MAITLAND, dated 13th July 1810, from *Madras*, to the Court of Directors; on the subject of REDDY ROW's Death.

No. 14.

To the Honourable the COURT of DIRECTORS of the United East India Company, London.

Honourable Sirs,

Para. 1.

WE beg leave, with all humility and respect, to solicit your attention to the several Memorials addressed by Mr. Parry and ourselves to your Honourable Court, and to the right honourable the Governor General in Council; of which we take the liberty to subjoin a list.

2. As materially connected with the general subject of these Memorials, we think it our duty to communicate to your honourable Court, an important event that lately occured in this Settlement.

3. Roya Reddy Row, the guilty origin and cause of all the late unhappy discussions, and their more unhappy consequences, destroyed himself by poison about a month ago.

4. The immediate cause of this act of despair, was the discovery made by the Commissioners for investigating the Debts of the Carnatic, of several frauds and forgeries, of which he (Roya Reddy Row) was a conscious and corrupt abettor, if not the author and perpetrator.

5. The dread of the loss of the too powerful protection which he had hitherto enjoyed, added to his despair of escaping the legal effects of the two verdicts found against him, determined him upon suicide.

6. It would be impertinent in us to point out to your honourable Court the natural, the reasonable, the inevitable inference to be drawn from this fact.

7. We shall, therefore, conclude with earnestly praying that your honourable Court will be pleased to re-peruse the 3d and 4th paragraphs of the Memorial we had the honour to address the right honourable the Governor General in Council, under date the 5th January 1809; in which we charged Roya Reddy Row with the guilt of the very practices which the Commissioners themselves now acknowledge to have discovered.

We have the honour to be, with the greatest respect,
Honourable Sirs,
Your Honours most obedient humble Servants,

Madras, 13th July 1810. } (Signed) W. ABBOTT.
R. A. MAITLAND.

Letter to the Right honourable Lord Minto, Governor General in Council, dated 5th January 1809.
D° D° D° 11th D°
Letter to the Honourable the Court of Directors, dated 19th January 1809.
Letter to the Right honourable Lord Minto, Governor, &c. dated 23d January 1809.

No. 14.

Letter to the Honourable the Court of Directors, dated 23d January 1809.
Letter to the Right honourable Lord Minto, Governor, &c. dated 2d February 1809.
Letter to the Honourable Court of Directors, dated 2d February 1809.
D° - - - - - - - - - D° 23d February.
D° to the Right hon. Lord Minto, Governor, &c. dated 1st March 1809.
D° - - - - - - D° - - - - - - - - - 8th - D°
D° - - - - - - D° - - - - - - - - - 8th - D°
D° - - - - - - D° - - - - - - - - - 20th - D°
D° to the Honourable the Court of Directors, dated 13th May 1809.
D° to the Right honourable Lord Minto, Governor, &c. dated 20th May 1809.

No. 15.

RETURN to Orders of the Honourable House of Commons, dated 21st February 1811; requiring

Copy of a Letter from Messrs. W. Abbott and A. Maitland to the Governor General in Council, on the subject of Reddy Row's death, dated 18th June 1810.

Copy of a Letter from Mr. A. Maitland, dated 29th June 1810, to the Governor General in Council, on the same subject.

Copy of Correspondence of W. Brodie, Esq. with the Government of Fort St. George, relative to the arrest by the Nabob of Arcot, Fyz Mahomed Cawn, a Witness proposed to be examined before the Commissioners for investigating the Nabob's debts.

Copies of Correspondence between the Government of Fort St. George and the said Commissioners, and the said Nabob of Arcot, touching the cause of the said arrest.

Copies of all Minutes of Council of the said Government, respecting the arrest of the said Fyz Mahomed Cawn, and of Instructions given by the said Government to the Company's Advocate or Solicitor relative thereto; and

Copies of a Representation or Memorial of the said W Brodie, to the Court of Directors of the East India Company, touching the arrest of the said Fyz Mahomed Cawn.

NONE of the Papers required by these Orders have been received at the East India House.

Examiner's Office, East India House,
27th April 1811.

No. 16.

Copy of a LETTER from Mrs. ROEBUCK to the COURT of DIRECTORS; dated 28th January 1811.

To the Honourable the COURT of DIRECTORS of the East India Company.

Gentlemen,

I Make no apology for thus presenting myself to you. Grief, which has weighed hard on my mind, calls on me to make this painful effort to obtain relief: to demand

demand of you, in the moſt solemn manner, as men of honour and men of feeling *that juſtice* which is *due* to the memory of my late much honoured and much injured huſband. It is not my wiſh, nor am I able on this agonizing subject to trespass long on your time. I conceive it my duty, as the widow of the late Mr. Roebuck, to call for that juſtice at your hands, which is to relieve his character from the obloquy which calumny had heaped on it; and wipe away those ſtains from his fair fame, with which malice had obscured it. Gentlemen, you can have no hesitation in acknowledging that he has been moſt cruelly dealt with; or in believing that the unexampled harſh treatment he experienced, haſtened his death. Subsequent events, though they might not, for obvious reasons, have been made known to you through the regular channel, have reached you, and muſt have proved to you how totally groundless were charges, whatever they might have been, againſt Mr. Roebuck. I scarcely need here observe, that the events to which I allude, are those that have recently occurred at Madras in which Reddy Row's name is moſt conspicuous. No. 16.

I truſt you cannot be ignorant, Gentlemen, that my lamented huſband was never made acquainted with his alleged fault, though with the utmoſt submission he prayed that it might be delivered to him, and that he might be heard in his defence; failing however in his laudable attempt to obtain common juſtice at that moment and believing it to be delayed only for a time, he obeyed the arbitrary command, and repaired to a new appointment at a very remote diſtance. There was no appearance of a contumacious disposition in such proceeding. Thus was a man, whose mind was caſt in no common mould, verging on sixty, after having served the Company three-and-thirty years, the greateſt part of the time in moſt respectable and highly responsible situations, in one of which (the eſtabliſhing the new mint) more than common abilities, and more than common personal exertions, were required, he evinced an uniform zeal for the service of his employers; and I challenge your Government of Madras, and even my Lord Minto, your Governor General, to bear teſtimony to the truth of my assertion: yet this old and faithful servant, at a time of life when personal inconveniences and deprivations bear hard on a man, was on a sudden driven from his respectable situations—his home—his comforts—his friends and society—his accuſtomed habits and pursuits; and sent to a comparatively degrading situation, where common probity alone is required to serve the intereſts of the honourable Company. Gentlemen, when my deplored husband reached the unhappy place, his noble mind sunk under the injuſtice and disgrace by which it was oppressed: his life was not spared until he could make an appeal to your juſtice, which I know to have been his intention;—a very few weeks carried him to his grave. He breathed his laſt in a house very different to what he had ever been accuſtomed to, but the beſt that could be procured, which with difficulty ſheltered him from the inclemency of the climate; leaving his family in the deepeſt and moſt afflicting misery. Gentlemen, these details have wrung my heart, but I have ever felt it a sacred duty to make an appeal to your candour as judges, and feelings as men, to rescue the memory of so good a man from deep and unmerited censure. I ſhould have done this sooner if my wounded feelings had been equal to the taſk. I have in vain delayed it; their anguiſh is not abated. I look, Gentlemen, to your decision for the soother of my affliction.

I have the honour to be,
Gentlemen,
Your moſt obedient humble Servant,
(Signed) CATHERINE ROEBUCK.

42, Devonſhire-ſtreet,
Portland Place,
28 Jan^{y} 1811.

IV.

PAPERS

RELATING TO

East India Affairs.

Nabob of Carnatic Debts.—Forgeries.—Prosecutions.

Ordered, by The House of Commons, *to be printed,*
11 *June* 1811.

LIST of PAPERS

Presented to the Honourable the House of Commons, pursuant to their Order of the 3d of May 1811.

Copies of TWO LETTERS from Sir THOMAS STRANGE, Knight, Chief Justice of the Supreme Court of Judicature at *Madras*; to the Right Honourable ROBERT DUNDAS;—dated the 27th of February and 4th May 1809;—with their Enclosures:

VIZ.

No. 1.—LETTER;—dated 27 February 1809 - - - - - page 1

ENCLOSURES:

(A.)—The King, *on the prosecution of* Avadanum Paupia Braminy, *versus* Reddy Row and Anunda Row; EVIDENCE - p. 25

(B.)—The King, *on the prosecution of* Ditto, EXHIBITS - p. 71

(C.)—The King, *on the prosecution* of Ditto, NOTE - - p. 86

No. 2.—LETTER;—dated 4 May 1809 - - - - - - - - p. 93

ENCLOSURE:

The King *versus* John Battley and Reddy Row - EXHIBITS - - - p. 97

India Board, Whitehall,
6th May 1811.

PAPERS

RELATING TO

EAST INDIA AFFAIRS.

Nabob of Carnatic Debts.—Forgeries.—Prosecutions.

No. 1.

Copy of LETTER from Sir THOMAS ANDREW STRANGE, Knight, Chief Justice of the Supreme Court of Judicature at *Madras*; to the Right Honourable ROBERT DUNDAS; dated the 27th of February;—with Enclosures (A.) (B.) and (C.):—Relative to certain Prosecutions in the Supreme Court.

Fort St. George, 27 February 1809.

TO THE RIGHT HONOURABLE ROBERT DUNDAS,
President of the Board of Controul, &c. &c. &c.

SIR,

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

I HAVE the honour of representing to you, for the information of His Majesty, that at an adjourned Sessions of Oyer and Terminer, held before me in the Supreme Court at Madras on Thursday the 10th of October 1808, an Indictment came on to be tried by a Jury of Madras against *Roy Reddy Row*, Sheristadar and Peshcar in the Dewanne department, during the time of the Omdut ul Omrah, late Nabob of the Carnatic, and since in the service of His present Highness; and against *Anunda Row*, for a misdemeanor.

It stated, that intending to cheat and defraud Thomas Parry, Avadanum Paupiah Braminy, William Abbott, and Richard Arthur Maitland, and others, private creditors of the Nabobs of the Carnatic, they had on the 15th July 1805, conspired to get into their possession, out of the fund appropriated by certain articles of agreement, referred to in the Indictment, for the discharge of those debts, a large sum of money, under colour and pretence of the late Omdut ul Omrah having in his lifetime executed a Bond under his byze and seal, dated the 26th of July 1798, in favour of one Gopaul Row, for pagodas 38,000, payable with interest at pagodas 1 per cent. per month, in fourteen months; that in pursuance of such conspiracy, and under pretence of Gopaul Row having assigned the Bond to him, the defendant Reddy Row, on the 20th of June 1808, subscribed the articles, and preferred a claim as a creditor of the Nabob before the Commissioners (naming them). It then negatived the fact of the Nabob having executed any such Bond, or having become in any way liable to pay to Gopaul Row the sum alleged, or any other sum, which the Defendants, it averred, well knew.

There were two Counts in the Indictment. The first concluded the conspiracy charged, to be to the risk and damage of Thomas Parry, Avadanum Paupiah Braminy, William Abbott, Richard Arthur Maitland, and others, the private creditors of the late Nabobs. The second was to the same effect with the first,

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

only stating the Bond to have been forged by the Defendants, and laying the conspiracy to the risk and hazard of the East India Company.

The Defendants pleaded, Not Guilty.

The Case, as opened on the part of the Prosecution, having been stated to rest upon various circumstances of suspicion, as well as upon direct evidence of forgery, together with a falsification of the account given by the Defendants to the Commissioners, when making the claim; the articles of agreement referred to in the Indictment, purporting to be a Deed of Covenants between the India Company and the creditors of the late Nabobs of the Carnatic, for providing a fund for the liquidation of their Debts, to be adjusted under the arbitration of Commissioners, and dated the 10th of July 1805, with the Defendant Reddy Row's subscription to them;—were admitted on the part of the Defendants. The Act of the 46th of the King, chap. 133, intituled, "An Act for enabling the Commissioners acting in execution of an agreement made between the East India Company and the private creditors of the Nabobs of the Carnatic, the better to carry the same into effect," being declared to be a Public Act, did not require to be proved.

Appendix (A.) (B.)

The first Witness called was *Henry Russell*, one of the Commissioners appointed by the Governor General to act at Madras, who, being sworn, produced the Bond upon which, he said, the claim had been made before them by the Defendant Reddy Row. He stated, that having been asked (among other things) by whom it had been drawn, the Defendant had replied, by Anunda Row; the other Defendant, who, being present at the time (he said) had confirmed the answer. Mr. Russell said, that, upon being interrogated as to its consideration, he had stated it to have been given by the late Nabob in his lifetime, for a sum of pagodas 35,000, advanced to him on account of Anwar Ali Cawn, renter of Arcot. That of this, pagodas 31,000 had been a sum in his, the Defendant's hands, belonging to his brother Roy Anunda Row, then living, but since deceased, and the remaining pagodas 4,000, another sum also in his hands, belonging to Gopaul Row, a Soucar, the person named in the Bond as the obligee, and that the whole amount had been paid to the Nabob, through the late Colonel Barrett, his then Minister, in the following sums, on the following dates respectively; viz.

1797. July the 25th	- - - -	Pagodas 3,300
26th	- - - -	5,400
30th	- - - -	2,000
August the 26th	- - -	5,000
		15,700
September the 11th	- -	19,300
Pagodas	- - -	35,000

In support of this statement, Mr. Russell said, he had referred the Commissioners in general to documents in their possession, to be found among the Durbar Accounts, which the Witness said had been sent to them soon after their arrival at Madras, by the present Nabob, contained in about thirty-nine large leathern chests. The contents of these chests were, he said, called dufters, the word meaning literally a bundle. They had been sent through Mr. Battly, (English Secretary and Persian Translator to his Highness) and had been received by the Commissioners under lock and seal. It was in April last that they had received them, and there had been sent to them at the same time by the Nabob, as confidential officers of the Durbar, and whose services as such would be at the command of the Commissioners, the Defendant Reddy Row, formerly in the Dewannee Department, Maddee Peetty Tremul Row, Sheristadar in that department, and Koob Chund, head Moonshee during the whole of the late Nabob's time.

It having been stated in the opening, as among the circumstances of suspicion attending the transaction, that no trace of it was to be found among the records of the Cajana, or Treasury Department of the Durbar, an objection which it was insisted upon applied with particular force to a fractional payment of pagodas 291, purporting to have been credited on the part of the obligee of

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

the Bond, when the account was settled, for the balance of which it was said to have been given; and it having been further urged, as another ground of suspicion, that the advance which formed the consideration of it, being stated to have been made on account of Anwar Ali Cawn, Renter of Arcot, the accounts which had been referred to by the Commissioners, as the accounts of that rentership, were not so in truth, and that upon those so referred to there appeared erasures. Mr. Russell, at the instance of the Prosecution, produced from the Dufters an account, purporting to be the account upon which the Bond had been executed, balanced at pagodas 38,500, including interest to the 25th of July 1798 (being the day preceding the date of the Bond), deducting a small acknowledged payment of pagodas 291, annas 8. This account was produced from the Dewannee Dufters, or Records of the Talook, or Revenue Department. The Witness said, the Commissioners had not been able to trace the entry of this last sum in any other accounts belonging to the Durbar. With reference to the other alleged ground of suspicion, he produced from the same Dufters (the Dewanny) what purported to be the account of the collections of the district of Arcot, from the 30th of July to the 8th of September 1797, bearing the seal of Anwar Ali Cawn, and purporting to be his account while in charge of the district. Mr. Russell said, it had been seen by the Commissioners for the first time a day or two after the investigation of the Claim in question before them had commenced. He said, there appeared several erasures in it, and the account being in Persian, he gave the following description of those in particular which had been considered as suspicious. He said they were apparent in three of the sums, composing a sum of pagodas 92,265. 8 annas, and one-half and one-eighth the aggregate amount of the entry. First, he said, the sum total was stated pagodas 92,265 odd, there was no erasure upon this. Then it stated, that of this, pagodas 50,000 had been paid; that there was no erasures there. Then it stated the balance of these two sums, being pagodas 42,265; that there appeared an erasure there. Then it stated, that of that balance, pagodas 35,000 belonged to Gopaul Row; that upon this entry there appeared also an erasure, and another upon the remainder, being pagodas 7,265. 8 annas and $\frac{1}{2}$ and $\frac{1}{8}$, stated to be due to a man of the name of Jewana Naic. Mr. Russell said, it appeared to be rather an estimate of an account, than what might properly be said to be the account of the collections. It bore, however, the Nabob's swaad upon it, and had been produced to the Commissioners from the Dufters, according to the ordinary course of their office.

Appendix (B.) No. 4.

Appendix (B.) No. 13.

On cross-examination, Mr. Russell said, there appeared to be several other erasures in different parts of the account, purporting to be the account of Anwar Ali Cawn, not at all connected with the claim of the Defendant; and with respect to those to which he had been examined, they appeared to be a consequence of a mistake in the entry of the balance of pagodas 42,265; that that balance appeared divided into the sum in question, and the other smaller sum, stated to be due to Jevan Naic; and that the mistake in the first of these three sums, had affected the two subsequent ones, which had occasioned the erasure in the place of the entry of the sum in question. Mr. Russell produced from the same Dufters, (the Dewanny Dufters,) on the part of the defendants, a number of other documents, to the authenticity of which, witnesses were afterwards examined; among these was a list, purporting to be a list of Papers relating to the pecuniary transactions of the late Nabob, as conducted by the defendant Reddy Row, in the hand-writing (as proved afterwards by Maddee Peetty Tremul Row, a witness examined on the part of the Prosecution,) of Vencata Row deceased, a Sheristadar in the time of the late Nabob in the Dewanny department: one of them purported to relate to the transaction of Gopaul Row, the transaction in question, with respect to which six different Papers were enumerated; of these, one was a list of Mr. Latour's receipts, the deficiency in the collections of Anwar Ali Cawn being alleged to have been made good at the time by the house of Latour and Co. and the object of the loan in question being further alleged to have been for the purpose of replacing the advance so made by that house. He said the Cajana Dufters, or accounts in the Treasury department, had been found defective; those in particular for the month in which the advance had been stated to have been made, as well as others, were wanting; neither, he said, had the Commissioners been able to find the receipts from Mr. Latour's house, as referred to in the list produced.

Sic. Orig.

Appendix (B.) No. 7.

Being

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

Being asked whether, upon the objections made on the part of Avadanum Paupiah Braminy, the Commissioners had not investigated the claim? he said, they had. Being asked whether the result of that investigation had not, in their opinion, been in its favour? the question was objected to on the part of the Prosecution: I thought it admissible. The 46th of the King, chap. 133, reciting the Articles of Agreement between the Company and the Creditors of the Nabobs, and particularly the one agreeing "in order to the more complete investigation of the matters thereby submitted to the said Commissioners in England, &c. that the Governors General of Bengal in Council should appoint three persons from among the covenanted civil servants upon that establishment to sit at Madras, and to be and act as Commissioners and Referees in India," goes on to invest them with the necessary powers for that purpose. The 26th Article of the Deed of Covenant, prescribing the mode in which the Commissioners in India are to proceed, concludes with this proviso: "Provided always, and it is hereby declared, that the said Commissioners in India shall not be competent to decide finally on any claim; but they shall from time to time report their proceedings on the several matters to be done and investigated by them, with the evidence taken, and their observations and opinions on such matters and evidence," &c. I thought this opinion evidence, and the objection having been accordingly overruled, the question was answered by the Witness in the affirmative.

In order to prove the course of the Durbar, as referable to the objection of the transaction not appearing on the records of the Cajana or Treasury department, *Maddee Putty Tremul Row*, formerly Sheristadar in the Dewanny department, and Condul Row, Cajanadar or head of the Cajana department, being examined, concurred in saying, that regularly all receipts and disbursements used to be entered in the Cajana, and that great correctness was observed in making the entries, the course having been to enter all sums whether great or small. Maddee Putty Tremul Row said, that the sum in question ought regularly to appear there, but did not; money received from the collections would be described as such, he said, in the entry. The first entry would be in the Dewannee Dufter. Regularly, it should be entered in the Cajana also; money borrowed would be entered in the Cajana and Dustcardan Dufter. [The Witness explained the Dustcardon to be the department relative to the borrowing of money.] Sometimes, however, there would be no entry of it in either; it depended on the Nabob's mentioning it. If it was paid into the Treasury an entry would be made of it by the proper officer; but sometimes the Nabob would keep it himself, and if he thought proper not to mention it, there would be no entry. In this Condul Row concurred. If a Bond was afterwards given for it, provided it was mentioned by the Nabob, there would be an entry of the fact of a Bond having been given in the Dustcardan Dufter, and one in the Cajana, of the particulars of the transaction. The course of entering payments in the Cajana had subsisted, he said, constantly, but sometimes a particular payment would be omitted. The account for the month in which the sum in question is supposed to have been advanced, was, he said, missing. It was missing when the examination took place before the Commissioners. He believed that there were other Cajana accounts missing for other months, but what in particular he could not specify. Having examined, he had not found any entry of the making up of the accounts, striking the balance, and giving the Bond in question, in the Cajana account for the year in which it bears date.

Appendix (A.)

It having been objected that the family of Reddy Row, the Defendant, had not the means of advancing the sum in question to the late Nabob, Maddee Putty Tremul Row said, he had known him from the time of the Nabob Wallajah. He recollected him and Roy Anunda Row, his elder brother, being confined at Chundragherry, near Chittoor, by Wallajah, about two or three years previous to his death: they continued confined till some time after his death, and were released by the Omdut, his successor. He remembered their coming down to Madras after their release; it was in the second year after the death of Wallajah; it was about the end of 1796 or the beginning of 1797. As soon as they arrived, the Defendants used to go and visit the Nabob, and in about two months he was reinstated in the service of the Durbar, as head Sheristadar, and when Colonel Barrett became Dewan, he was appointed Peshcar. In strictness, Roy Anunda Row, the elder brother, was the Sheristadar, and so continued during his life, but the business was managed by the Defendant Reddy Row.

Another

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

Another objection, upon which the prosecutors very much relied, and to which a great number of witnesses were examined on both sides, being, that the Defendant Anunda Row, the alleged drawer of the Bond, never had been in the service of the Durbar at all, but only in the personal service of the late Colonel Barrett, and this long subsequent to the time when the Bond bore date, and purported to have been drawn, namely, subsequent to the time of Colonel Barrett obtaining from the late Nabob a grant of the Jaghire, which was admitted to be written something less than a year of his Highness's death. The witness Maddee Putty Tremul Row was examined to this fact: he said he had known him for some years in the capacity of a Moonshee employed under Colonel Barrett; that he did not exactly recollect when he had first entered upon the situation, it might be about eleven years ago. He said he remembered Colonel Barrett getting his Jaghire; and that he recollected the Defendant Anunda Row employed under him previous to that occurrence. He said that Col. Barrett had entrusted to him by the late Nabob the entire administration of affairs; and that he the Witness, as well as the Defendant Anunda Row, and many others, had been under his orders.

In addition to the objection of the alleged drawer not having been at the Durbar at the time supposed, it having been insisted to the contrary to the course of the Durbar that a person of his description should have been employed to draw a Nabob's Bond, it was proved by Maddee Putty Tremul Row and Condal Row, that such Bonds were in general drawn by the officers of the Duscardon, who, he had said, in the late Nabob's time, were Soondra Row and Runga Row. M. P. Tremul Row said, he was acquainted with their hand writing, and that the Bond in question was not in the hand of either of them. He admitted, however, that this course had not been invariable. If dispatch was required, the Nabob would employ any other officer to draw it.

The Loan recited in the Bond, being stated to have been received "on account of the necessity of my own affairs," a form of expression proper rather to Hindoo securities, and the seal being toward the bottom instead of at the top, as is most usual in Persian Bonds; Maddee Putty Tremul Row and Condal Row were examined as to the forms of such Bonds. Maddee Putty Tremul Row said there was nothing remarkable as to the form in which the Bond in question was drawn; he had seen other similar ones, in which the same expression occurred, though he said he could not specify any particular one. He had seen none lately, there having been no borrowing at the Durbar for these eight years past. As to the seal, it was in general at the top; but this depended on the pleasure of the Nabob; he might fix it upon any part of the paper he pleased. The Bond having been read to Condal Row (a very old and infirm man, who had been above fifty years in the service of the Durbar) he said there was no objection to it in point of form. In general, he said, the seal was fixed at the top, but the Nabob might fix it where he pleased. It rested with him. No one could dictate to him.

On cross-examination, **M. P. Tremul Row* said, there had been great irregularity in the keeping of the accounts during the time of the Omdut ul Omrah. He recollected a representation in writing on the subject being made by Colonel Barrett, but what answer the Nabob had returned to it, he could not say. He said he had had frequent occasion to remark instances of Bonds and transactions not entered; and that sometimes a transaction would be entered in one Dufter, sometimes in another. Referring to the Account produced by Mr. Russell, he said, that a payment like that of the pagodas 291, then mentioned as having been paid by the Amildar of Arcot to Gopaul Row, would not appear in the Cajana.

* *altered.*

Being asked, how the account for the month in question in 1797 came to be missing, he replied, he could not say. The accounts, he said, had been preserved with less care during the late Nabob's time than before. They had been moved from place to place. He mentioned three persons of the names of Soobaroo, Vencata Row, and Vencatanarasoo, having been seized and brought before the present Nabob for having taken away some papers belonging to the Cajana department.

He said he recollected a conversation between Colonel Barrett and the Defendant Reddy Row, relative to the money borrowed by the latter on account of the Circar, from Soucars. The servants of the Durbar had been, he said, in the habit of advancing money for its use, in which cases, the course for them was to pretend that it had been borrowed of a Soucar. He mentioned an instance

No. 1.

Sir T. A Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

of the sort in his own person. Besides other reasons for it, it afforded the means of obtaining payment, by pretending that the Soucar was importunate.

Appendix (B.)

Looking at the indorsements on the Exhibits, Nos. 3 and 4, he proved them to be of the hand-writing of Seinevasa Row, who, he said, had been Sherisladar of Angole and other districts in the time of the late Nabob, and been dead, to his knowledge, ten or twelve years. He proved No. 5 to be in the hand-writing of Roy Anunda Row, brother to the Defendant Reddy Row, purporting to be an authority given to Colonel Barrett about eleven or twelve years ago to make out Bonds, and directing that the Moonshees and other servants should be under his orders. He proved No. 14 to have been written by Narrain Row, Persian writer in the Dewanny department, and signed by Roy Anunda Row, who had died, he said, about a year before the Nabob. It purported to be a recommendation of the Defendant Anunda Row, as a Moonshee, at 40 rupees per month, and an adoption of him as such by the Nabob, evinced by his swaad. The Persian date corresponded with the 20th of June 1797, being about the time that the Witness recollected seeing him with Colonel Barrett. He proved also the indorsement of Vencata Row, a deceased officer in the Dewanny department, upon Nos. 7 and 13.

Ibid.

Ibid.

Appendix (B.)

Appendix (A.)

Soobaroyaloo Bramin, brother and Gomastal to Appajee Row, formerly employed in the Cajana department, confirmed generally the account given by the two preceding Witnesses, as to the course of the Durbar with regard to entries. He stated however, that a reference having been made to the Durbar, about two or three years past, as to the authenticity of the Bond in question, for the satisfaction of a person about to lend money upon it, he the Witness (being in the service of the present Nabob) had been directed to examine the records respecting it; and that having searched accordingly, he had found in the Cajana account for 1797, an item of pagodas 35,000 entered, as if remitted from the Province of Arcot. He said the remittance purported to have been made during the Amuldurship of Anwar Ali Cawn.

On cross-examination, he said, the search had been made by direction of Moulave Saheb, the Minister of the Nabob, and that he had found at the same time, in the same Dufter, the receipt of Mr. Latour, relative to the same remittance. He said that, according to the entry, it appeared to have been a remittance as from Arcot, and that that would be the regular way of entering it, if it was paid on account of the renter. It would make no difference in the form of the entry, how the renter had obtained the money, whether by borrowing or otherwise; he added, that when money was paid on account of a renter, it was first entered in the Dewanny Dufter.

In order to invalidate the account produced by Mr. Russell from the Dufters, as the account of Anwar Ali Cawn's rentership, acknowledging the advance for which the Bond in question had been alleged to have been given, a copy was offered in evidence as a true copy of what was said to be the genuine account of that rentership. It was offered to be produced by a man of the name of Appoo Row, who being sworn, said, he had been a Moostapha, or Examiner of Accounts, to Syed Moorteza Hussain Cawn, who had accompanied Hussain ul Mulk as his Peshcar, when Hussain ul Mulk went up to Arcot to replace Anwar Ali Cawn. He swore, that the account of Anwar Ali Cawn's rentership had been some time after made out by direction of his successor, and by the same direction sent to Madras, certified by Vashadava Anunda Row, the Persian, and Appoo Row, the Mharatta Sheristadar. The Witness said, that he had examined it, together with a copy; the original, he said, had been written by one Annajee Row, the copy by Dundee Puntaloo, admitted to be both dead; but he was acquainted, he said, with their hand-writing; Vashadava Anunda Row was also said to be dead, and Appoo Row to be at Trichinopoly. The evidence of this account was objected to; and there being no evidence what had become of the original, and it being admitted to have been made out behind the back of Anwar Ali Cawn, and purporting also to be a document to which the Defendants were no parties, the objection was sustained.

To prove that it could not have been drawn, as alleged by the Defendant Anunda Row, as well as to disprove the account given of this Defendant, that he had been in the service of the Durbar from about the middle of 1797 till the death of the Omdut ul Omrah, the late Nabob, which happened in July 1801, a great number of witnesses were called: of these, the testimony of several went to shew, that not only at the time in question, namely, the date of the Bond, but

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809. Appendix (A.)

for a considerable time both before and after he had been in the Districts of Chellumbarum and Manargoody, in the Province of Arcot, about 150 miles to the southward of Madras.

Syed Hoossain Oody Cawn, Vackeel in the Lillah Court of Vardachellum, said, that having had charge of the Talook of Chellumbarum about the middle of 1797, he had continued there for about a year, during the first six months of which, he swore he had repeatedly seen the Defendant Anunda Row among the servants of the Cutcheree. He said he used to accompany Vetal Row and another (Persian Accountants) to his the Witness's lodging, when he had occasion to send for them.

Syed Moortapah, who described himself as having been Amcanah at Chellumbarum, said he had seen the Defendant Anunda Row there, about September or October 1797; he had seen him there for six months together, as Gomastah to Vital Row his uncle, and that he left him there, on Paupiah's getting charge of the Districts, which was admitted to be towards the end of 1798. Ibid.

Latchoomia, an inhabitant of Yellure, near Manargoody, said he had seen him at the Cutcheree at Chellumbarum in 1797, writing Persian Accounts. The Witness used to be there generally once a month, or more. He was in the habit of seeing him the following year at Manargoody, from December in that year, for about six months following. Ibid.

Conary Row, (a person, at the time of giving his evidence, out of employ) said he had occasion to be at Chellumbarum in December 1797, having been sent there by Paupiah Braminy, as Tassildar, to collect from those districts the amount of a debt due to him by Hussain ul Mulk Bahauder, then renter of Arcot, at which time he swore he saw the Defendant Anunda Row at the Cutcheree. The Witness was there at that time only two days. He saw him both those days with Syed Hoossain Oody Cawn; he saw him afterwards at Manargoody, about twelve miles from Chellumbarum, in September 1799; he was the more particular in his recollection, as it was during the Dussura feast. Having had occasion, he said, to dismiss almost the whole of the servants of the district, he had dismissed him among others, but had retained charge of him, that he might be answerable for the accounts of the year. He said he had examined his accounts from the middle of 1798 to September 1799: they were in his handwriting, and signed by him as Moossumdar of Manargoody. From these the Witness produced five, referable to particular months in 8th Fusly, corresponding to the period from July 1798 to June 1799, with a Letter, purporting to be a Letter from him to the Witness in the Mharatta language, which he swore to be in Defendant's hand, and to have been received by him, the Witness, in the districts in May 1800, shortly after the Defendant had left them to proceed to Madras. It was dated from Triplicane near Madras 23d May, without any year, and purported that he had recently arrived at the place from whence it was dated, with the permission of the Witness. The Witness said, that having been finally released from his responsibility as Mussumdar, he had come to him at Chellumbarum, and with his leave had set off for Madras. The Letter produced by him, he said, on cross-examination, had been brought to him by a private hand, not by tappall. Ibid.

Nagogee Row, in the service of Mr. Ravenshaw, collector of the Arcot province, said he had gone to the Chellumbarum in February 1799, as Sheristadar under Paupiah, when he swore he saw the Defendant Anunda Row: he had been recently dismissed from the Moossoomdarship of Manargoody, and the Witness employed him as his Gomastah for about two months. He was then, he said, reinstated in Manargoody, of which he continued Moossoomdar till September 1799, when, being a second time removed, he continued detained in the districts on his responsibility for his accounts till April or May following, when he came to Chellumbarum, and from thence proceeded to Madras. The Witness said he saw him frequently during this interval, and professing to be well acquainted with his hand-writing, swore to the accounts and letter produced by Conary Row being in his hand. Ibid

Veerapermall, carrying on cultivation near Conjiveram, but formerly Malabar Accountant under Paupiah for the districts in question, confirmed the account given Ibid.

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

given by Nagogee Row, and produced a letter written in the Malabar language, which he swore he had received from the Defendant Anunda Row, subsequent to his arrival at Madras in April or May 1800, in answer to one which he said he had written him relative to a particular fee connected with their service in the districts, to which he had thought they were in common entitled. On cross-examination, he swore he had seen him write in Malabar while he was in the district.

Appendix (A.)

Boodoo Anunda Row, a person out of employ, swore he had seen him at Chellumbarum in April 1799, acting as Gomastah to the witness Nagogee. On cross-examination, he said that he himself had been employed at Manargoody from October 1799 to October 1800, and admitted that before he went there, there had been another man of the same name then with Defendant Anunda Row, a relation of his own, whom he understood to have been sent there by Paupiah.

Ibid.

Dundoo Pantaloo swore, that having been in office at Chellumbarum in February 1799, where he had continued till the company took possession of the districts, he had seen the Defendant Anunda Row there at that time, recently dismissed from his situation as Moossoomdar of Manargoody. He said he was acquainted with his hand-writing, and swore to the accounts and Letter produced by Conary Row being in his hand.

Ibid.

Parasoorama describing himself as having been employed as Pesh ar at Monargoody in December 1797, swore he had seen the defendant in question there in that month and year, and had continued seeing him there till September 1799, the period of the Dussara feast. The Witness had continued Peshcar under Paupiah, during whose time the Defendant, he said, had been Massoomdar of Manargoody.

Ibid.

Vesvasoo Vencataramiah said, he had been sent by Paupiah to Chellumbarum as Peshcar in September 1799; soon after which he went to Manargoody, when he saw the Defendant, Anunda Row, for four days successively, and afterwards at Chellumbarum, whither he had followed the Witness, and where he saw him for twenty-six days, when the Witness left Chellumbarum, and returned to Madras. He said he had been sent to the district to expedite Vencata Row, the Aumildar, in the payment of pagodas 5,000, which he was in arrear; in consequence of which he had found it necessary to bring him from Manargoody to the Cutcheree at Chellumbarum, and that the Defendant, Anunda Row, accompanied him. On cross-examination, he admitted having been examined before the Commissioners, and admitted his signature to his examination, which was produced to him, taken in writing. He admitted that the Defendant, Anunda Row, upon that occasion denied having ever seen him before.

Ibid.

Anunda Narraina, Shastree, said, that having accompanied Paupiah to the district in question, he had seen the Defendant Anunda Row there as Moossumdar of Manargoody under Vencata Row. It was during the Dussara feast in September 1799. He saw him there for three days, and afterwards at Chellumbarum every day for fifteen, when the Witness left the place. He used to go with him to the Cutcheree.

Ibid.

Pedda Pillay, an inhabitant of Chellumbarum, swore he had seen Anunda Row there in 1797, 1798, for the space of five or six months; and again in October 1799, when he found him in the employ of his uncle Vetal Row, as Gomastah. He swore he had continued to see him there (with some little intermission) till about March 1801.

* *fifteen.*

IN addition to these, * *fourteen* more were examined, to prove that he had never been in the employ of the Durbar, nor known at Madras at all till subsequent to the middle of 1800, when it was admitted that he had been in the personal service of the late Colonel Barrett. There were other persons who had themselves held offices at the Durbar, or whose occasions had taken them frequently to it. The substance of their evidence was, that they had never seen Anunda Row, the Defendant, there till subsequent to the time of Colonel Barrett obtaining a grant of the Jaghire, which was agreed not to have been till about the middle or after the middle of 1800; some of them, who described themselves as having held situations about the person of Colonel Barrett, said that if he had been there before they must have seen him; others said, that had he held any principal situation there, as if he had been at the head of any of the

Appx (A.)	
Buekshee Anunda Row	p. 34
Ballagee Row, - -	*ib.*
Roy Anunda Row, - -	35
Tappall Chitty, - - -	*ib.*
Mootoo Naidoo, - -	*ib.*
Condad Row, - - -	*ib.*
Cooshy Lal, - - - -	36
**Kealy Row*, - - -	39
Muchan Loll. - - -	*ib.*
C. Sama Row, - - -	*ib.*
Taun Sing, - - - -	*ib.*
Vencata Row, - - -	40
Koob Chund, - - -	42
Chinniah, - - - -	45
**Condal Row.* (added)	35

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

the great departments, they must have known him; otherwise, not necessarily; the servants of the Durbar exceeding a thousand. This was particularly the evidence of Koob Chund, as well as that of some others of the witnesses to this part of the case; several had themselves held very inferior situations at the Durbar, and several acknowledged themselves, at the time of giving their evidence, to be out of employ.

Evidence was gone into to shew that the Bond in question was never heard of till long after the death of the late Nabob, though the Defendant, the holder of it, had been immediately, and for some considerable time subsequent to that event, confessedly in circumstances of pecuniary embarrassment.

For this purpose *Venaigrum Moodelly* being called, he was objected to on the part of the Defendants as not admissible, on the ground of his being himself the holder of a Nabob's Bond, and a claimant upon it before the Commissioners, and therefore interested in the success of the present Prosecution, as tending to impeach the Bond in question, and thereby to diminish the number of claimants upon the fund appropriated for their discharge. He was further objected to, on the ground that the Bond which he himself held having been given to him by the Defendant Reddy Row in satisfaction, if genuine, for a debt owing him by Reddy Row, the account that the Witness was about to give would have a tendency to bring into question this latter one also, which the Witness was said to have an interest in discrediting, inasmuch as he should get more by resorting back to Defendant upon his responsibility than he could expect to receive under any award of the Commissioners. But the objection was overruled on both grounds, as going to his credit only, and not to his competency. Appendix (A.)

Being sworn in chief, he said that having advanced money to the Defendant Reddy Row, at different times during the life of the late Nabob, and having, subsequent to the death of the latter in 1801, sued him in the late Court of the Recorder for the balance due, amounting to Pagodas 15,000 odd, he had concealed himself in his house, and thereby evaded process for above one-and-twenty months; but that a meeting had at length taken place between them, in consequence of which he had accepted from him in discharge (subject to his responsibility, in the event of its turning out not to be a good one) a Nabob's Bond made out in his, the Witness's name, for the money that had been advanced the Defendant, the Defendant alleging that it had been borrowed for, and applied to the use of the Nabob, and Mr. Battly, the Nabob's Persian translator, (to whom the Witness had been referred by the Defendant) also declaring that he had been present at the execution of it by the late Nabob. The Witness swore that this was the first time that any Bond had ever been mentioned to him by Reddy Row, and that this was the only one. On cross-examination, he admitted himself to have been aware at the time that he lent to the Defendant, that he was a person employed to raise money for the use of the Durbar; and that Verdarajah Mooddeliar, Visvarada Taker, and other money-lenders (Soucars) had made similar advances to the Defendants. He admitted further, that at the time of the loan, he had been sent for by Colonel Barrett, who had urged him to make it, assuring him (though he did not expressly pledge the security of the Circar) that he would be in no danger of not being repaid. He acknowledged also that there had been about that time, or previous to it, a prohibition on the part of Government by Tom-Tom, forbidding the lending of money by the natives to the Nabob.

A Witness of the name of *Manaly Chinniah*, swore that he had been employed to accommodate matters between the last Witness and the Defendant, pending the process, and during the time that the Defendant was concealing himself from it; and that upon asking him if he had any security to give, he had pleaded distress, and expressly denied having any Nabob's Bond. Ibid.

William Douglas Brodie, Agent at Madras for the creditors of the Nabob, proved that he had been applied to on the part of the Defendant in July 1802, to transmit for him to Mr. Fordyce in England, a claim upon the late Nabob for pagodas 87,703. 23. 20, which appeared to be upon open account, secured by Tankas, or assignments on districts, and for which three different vouchers were produced, but no Bond. Mr. Brodie admitted, on cross-examination, that many natives had, to his knowledge, only transmitted to England a part of their claims, reserving the rest for the Commissioners here. Ibid.

Tremul Row, in the service of the late and present Nabob, said, he had been present Ibid.

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

present at a meeting at the Rushan Chokie in Chepauk, about three or four months subsequent to the elevation of the present Nabob to the Musnud, at which the Nabob and the late Mr. Webbe (Secretary) were conversing, when Defendant Reddy Row, with others, being also present, Defendant had put into the hands of the Witness, for the purpose of speaking on the subject to the Nabob, a paper containing the names of Vinaigum Moodelly, Verdarajah Moodelly, Vizianada Taker, and others, whom he represented to be persons of whom he had borrowed money on account of the late Omdut; and that upon the Witness asking him whether they had any security given them, he replied, that a quantity of paddy in some of the districts had been mortgaged to them, and requested, as the Company had possessed themselves of the country, that the Nabob would use his influence with the Government to get the property so mortgaged delivered over to them.

I thought this evidence, so far as it was intended to operate as evidence of other Nabobs' Bonds, agreed to have been delivered by the Defendant to the above Soucars in discharge of their demands, having been forged by him, objectionable; but it was not objected to, his Counsel expressly declaring, that as it concerned the character of his client, he did not think it became him to object to it. Further evidence was therefore gone into on the part of the Prosecution, to shew that at the date of these Soucars Bonds, (as they were called) executed in favour of Venaigrum Moodelly and others, the Omdut ul Omrah was labouring under that illness which terminated soon after in his death, so as to infer an improbability of their being his; and as a particular proof of his having been incapable of attending to business about that time, a declaration on oath by Mr. Fitzgerald, (Physician to his Highness,) made before my Lord Clive in Counsel some days anterior to the date of these Bonds, was given in evidence, reciting a dispatch having recently arrived from the Governor General relative to the Nabob's cession of his countries to the Company, and averring the extreme illness of the Nabob, with the opinion of the declarant that a communication of the subject of that dispatch at that moment, (so affecting to him) would be attended with consequences that might retard his recovery.

Appendix (A.)

To prove the forgery of the Bond in question, two Bramins of the names of *Arnachella Row* and *Beema Row*, being called, swore, that about five years ago, (i. e. between two and three years subsequent to the death of the late Nabob,) being both of them at the time in the service of, or dependant upon, the Defendant Reddy Row, they had gone to his house one morning, in the ordinary course of their attendance upon him, when they found him sitting in his hall upon one couch, and the other Defendant, Anunda Row, upon another. The witnesses had not gone together, Arnachella Row had gone first, Beema Row had followed some time after. Their account was, that after talking for some time on indifferent subjects, the Defendant, Reddy Row, took from a box a paper having apparently the Nabob's seal upon it about the middle, and delivered it to the other Defendant, Anunda Row, desiring him at the same time to write upon it, "a Bond payable to Gopaul Row, for pagodas 38,500." [It had been proved that Anunda Row was a Persian Moonshee, and that Reddy Row, though he understood Persian, could not write it.] The Witness said that Anunda Row did accordingly as he had been desired, referring, while he was drawing it, to another written paper that was near him; that he then, with another Persian pen, added what the Witnesses conceived to be the signature of Omdut ul Omrah, and having done so, returned the paper to Reddy Row, who immediately replaced it in the box from which it had been taken. Professing not to understand Persian, these Witnesses were neither of them capable of identifying the Bond, otherwise than by this description; soon after (they said) they went away, first Arnachella, then Beema Row.

They gave the following account of themselves:—About two years subsequent to the alleged drawing of the Bond in question in their presence, Reddy Row (they said) having procured the name of the other Defendant, Anunda Row, to be falsely inserted in the list of servants of the late Nabob, so as to entitle him to the payment of a pretended arrear of wages from the Company, which he accordingly received, they had joined (they said) in soliciting him to do them the same kindness, which he had refused. In consequence of this, they had finally quitted him about seven months preceding the time at which they were giving their evidence. Arnachella Row said, that previous to this, Reddy Row had confessed to him the forgery of several other

Bonds

Bonds made payable to different Soucars; that having mentioned to him (the Witness) his being deeply in debt to the Circar, he had told him that he should take some means of extricating himself, and that this, so far as the Witness knew, was the origin of these forgeries. The Witness undertook to be positive, not only as to the Bond in question, but as to three others, which he specified. The Defendant, Reddy Row, being indebted to the Souçars, to whom the Bonds last spoken of were made payable, Arnachella Row said, that he had been by him, while in his service, to three of them, to procure their acceptance of them as a security, understanding them at the time (as he admitted himself to have stated to a Committee of Government before whom he had been examined on the subject) to be forgeries.

Sir T. A. [illegible] to the Right Honbl. R. Dundas, 27 Feb. 1809.

On cross-examination, Arnachella Row said he was conscious, at the time of his and the other Witness soliciting Reddy Row to insert their names in the list of Nabob's servants, as he had, according to their account, inserted, the Defendant Anunda Row's, that they were soliciting a fraud. Both these witnesses admitted, that ever since their relinquishment of Reddy Row's service, they had subsisted by borrowing. Arnachella Row said, that having learnt that Avadanum Paupiah Brahmin had objected to the claim stated in the Indictment, he, the Witness, had thought it right to go to the Commissioners, and inform them what he knew upon the subject. He said he had previously mentioned to Paupiah, that he knew something about it, and had offered to become a witness. He denied having ever borrowed any money from Paupiah, or from any other supporter of the present Prosecution.

Such was the substance of the Evidence on the part of the Prosecution.

ON the part of the Defence, the byze on the Bond having been proved to be the byze of the Omdut, by Koob Chund, head Moonshee at the late Durbar (a Witness examined on the part of the Prosecution) its having been drawn by the Defendant Anunda Row (so far as depended upon evidence of hand-writing) was proved by Narrain Row (an officer in the service of the present Nabob, having been Persian Writer in the Dewanny Department during the nine latter years of Wallajah, and the whole of the time of the Omdut) as well as by Runga Row, one of the officers of the Duscardon Department, and Mr. John Battley (English Secretary and Persian Translator to the present Nabob, and who had been thirty years in the public service of the Durbar) swore that a few days after the accession of the present Nabob, he, the Witness, had been at the Remishan Chokie, where his Highness was sitting, when the Defendant, Reddy Row, came there with a bundle of papers, which being described by him to relate to Claims upon the late Nabob, they were referred to him, the Witness, to inspect; that having done so, he had found them to consist of various Bonds and Enayutnamas of the Omdut's (which the Witness specified) including the Bond in question; and that, observing them to bear the byze and seal of the Omdut, which was then fresh in his recollection, he concluded them to be genuine, and so reported to his Highness, who had already promised to render the Defendant every assistance in his power toward the recovery of the amount, whenever an opportunity should offer. He swore that he had seen it again about three years after, when being brought to him at the Durbar for his attestation as to its genuineness, upon some money being about to be raised upon it, he had been reminded, that it was the same which he had formerly seen on the occasion referred to.

Appendix (B.) No. 1. Appendix (A.)

Ibid.

Ibid.

A copy (answering to our idea of an entry) of it having been produced by Mr. Russell from the Dewanny Dufter (or records of the department of the Talooks) another copy (entry) of it was produced by Mr. Goad, (also one of the Commissioners) from the Dusgardon Dufters, or records of the department, relative to the borrowing of money. Of the discovery of this and other correspondent vouchers (produced by him at the same time) from the Dusgardon, Mr. Goad gave the following account, in which he was confirmed by Mr. Parker, the senior Commissioner. Upon the original objections to the claim before the Commissioners an unsuccessful search, they said, had been made for proofs of the transaction among the Dusgardon Dufters, as well as in the Cajana and Dewanny departments; but Mr. Parker said it had not been an elaborate one, and the less so upon their finding so many documents respecting it in the Dewanny. The discovery of entries and documents respecting it in the Duscardon had been subsequent and purely accidental, about three days before the commencement of the trial; it had been made in the course of a search instituted in that collection for

Ibid.

Ibid.

Ibid.

Ibid.

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

instances of Bonds with the seal in the middle. The documents so discovered were found in a bundle ticketed with the name of "Poonapillay," which had been opened for the purpose stated, and had been found to contain a number of other papers, besides those produced in evidence by Mr. Goad not relative to any claim of Poonapillay's. There were papers in it relative to not fewer than twenty other claims, beside that of the person whose name it bore on the outside. How they had come there the Commissioners could not tell; it must have been by mistake. The Duscardon Dufter (Mr. Goad said) had been arranged by the Commissioners on their entering upon the execution of their office, but not to the extent of individual papers, only according to bundles. There was (he said) a claim of Poonapillay depending before the Commissioners, and which stood for hearing that very day, but to obviate any idea of the documents, produced by him from the Dustcardon in support of the claim in question, having been surreptitiously introduced into the bundle ticketed with the name of Poonapillay, as a bundle to which it was presumable the Commissioners might about this time have recourse with reference to the claim of Poonapillay, then standing for examination. Mr. Goad said, that the claim so presenting itself was one for arrears of pension or salary as to which the Commissioners never could have thought of looking for vouchers among the Duscardon Dufters. From the same Dufters (the Duscardon) Mr. Goad, under this explanation, produced a memorandum of a Bond corresponding with the date of the Bond in question. It purported, he said, to be an original paper. It was usual in the Duscardon department to make a record of money transactions. The paper referred to, purported to be of that description. It purported to be an account of Loans from bankers to the date stated. Then, he observed, comes the name of Gopal Row, with a line according to the usual form. Then followed "according to a Bond dated 11 Suffer 1213, interest "at one per cent. per mensem within (meaning payable within) the term of 14 "months through Roy Reddy Row." Then the sum in figures "Pagodas 38,500."

Appendix (A.)

On searching for Bonds with the seal in the middle instead of the top, he had found, he said, three: they had been taken indiscriminately from hundreds. They appeared cancelled (a virtual proof of their having been paid, and of course of their having been genuine,) and had been found in the Dustcardon department, where all cancelled Bonds were preserved.

On searching further with reference to peculiarity of expression in the Bond in question, he had found one (he said) upon which a claim had been made by Mr. Roebuck for pagodas 92,500, containing the words "my own necessities"; another, on which Mr. March had preferred a claim for pagodas 70,000, on which the expression is "for the necessity of the Company's kists;" and a third, the subject of a claim by Mr. Abbott for Mollika Nissa Begum, bearing the seals of both the late Nabobs and the Ameer for pagodas 110,000, in which the expression is, "on "account of necessity."

All these several Bonds applying to the form and manner of the Bond in question, were given in evidence. Mr. *Goad* said he had examined the whole of the Cajana Dufter during the time of the late Nabob, excepting for the last year: so far as the contents went, they seemed to be tolerably regular; but not so regular nor so full as those in the time of Wallajah, nor did they bear the attestation of the Dewanny officers, which accompanied (he said) most of those that he had examined in the time of Wallajah. In some instances he had found Bonds entered in the Cajana department, in some, not.

He said he had made various enquiries of Mr. Battley, Mr. Abbott, and others, as to the probable amount of the whole debt due from the Durbar; he had enquired also of the Defendant Reddy Row, and to the best of his recollection had understood it might amount to a hundred lac, or about four million sterling. Mr. Abbott had seemed to think that it ought not to exceed seventy lac. The amount of claims, as preferred at Madras only, he added, was about twenty-three or twenty-four millions of pounds sterling.

Mr. Goad, on cross-examination, admitted the papers produced by Mr. Russell from the Dewanny Dufters, to have been pointed out to the Commissioners at the time, when they had been first referred to by the Defendant Reddy Row and the other Durbar officers

In confirmation of what had been stated by other witnesses as to the comparative want of regularity in the Cajana department, during the time of the late Nabob *Narrain Row*, (already described to have been Persian writer in the Dewanny department during the latter years of Wallajah, and the whole of the time

Ibid.

of

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1800.

of the Omdut) said, that the Cajana Dufter or cash account had been kept by Appagee Row and Condul Row; that in Wallajah's time it used to be the custom to refer to it, and to enter the items in the Dewanny, but that in the late Nabob's time it had almost entirely ceased; that in the Omdut's time Bonds were sometimes executed which were never registered at all; that the Bond in question was entered in the Duscardon and in the Dewanny Dufter, but that these forms depended on the pleasure of the Nabob expressed to the Dewan; that sometimes the entry would be in some of the Dufters, sometimes there would be none in any.

In direct confirmation of the genuineness of the Bond, among the documents produced by Mr. Russell from the Dewanny Dufters, were two papers Nos. 3. 4.—No 3. purporting to be a Savaal or representation from Col. Barrett to the Nabob bearing even date with the Bond, submitting to his Highness a stated account balanced at the sum in question with a bond for that balance made out ready for his signature; the other, No. 4. purporting to be the account referred to by No. 3. computing interest to the 25th of July 1798, the day preceding the date of the Bond. These papers, so produced by Mr. Russell, were proved to be both of them in the hand-writing of theDefendant Anunda Row by Narrain Row, Persian writer in the Dewanny department. The swaad upon them was proved to be the Nabob's by Koob Chund. The words "I understand it," upon the one, and "it is understood," upon the other, were proved by the said Narrain Row, and by Maddee Putty Trimul Row (examined on the part of the Prosecution) to be in the hand-writing of Seenevasee Row deceased, formerly Sheristadar in the Dewanny department. Narrain Row also proved that they were entered according to the course of the department. These papers both referred to Anwar Ali Cawn's accounts; entries of both of them were produced by Mr. Goad from the Duscardon Dufters as connected with them; there was exhibited also (as produced by Mr. Russell from the same Dufters) No. 5. being a proposal to the Nabob dated 10th October 1797, that all Bonds and other papers relative to them should be granted through Colonel Barrett. Maddel PattyTremul Row and Narrain Row proved this to be in the hand-writing of Roy Anunda Row deceased, formerly of the Dewanny department.

Appendix (B.)

A clerk of the name of *Dieurstedt*, belonging to the house of Latour & Co. was examined as to the entries in the books of that house, relative to an advance to the Nabob, some short time previous to the alleged time of the advance in question, to enable his Highness to make good his kist to the Company for the particular month for which he was said to have been in considerable distress, in consequence of a failure in the Arcot collections; it being to replace this temporary assistance on the part of the house of Latour, that the loan in question was stated to have been made. The books of the house were referred to for this purpose, but the obscurity of the entries applicable to a Durbar transaction, rendered it difficult to apply them in evidence. In support, however, of this account, Mr. Russell produced from the Dewanny Dufters a list of sums paid to the house of Latour, * *as referable* to the statement by the defendant Reddy Row, when making his claim. The Nabob's swaad upon it was proved by Kool Chund. Of this list an entry was produced by Mr. Goad from the Duscardon Dufter, and Soobaroyaloo Bramin, (a witness on the part of the prosecution) swore, as already stated, that he had seen the receipts themselves in the Cajana, when directed to make a search for the purpose of ascertaining the genuineness of the Bond some years preceding. This list is one of the papers enumerated in the Document (No. 7.) also produced by Mr. Russell from the Dewanny Dufters, and proved by M. P. Tremul Row to be in the hand-writing of Venacatarow, Sheristadar, deceased.

Appendix (A.)

Appendix (B.) No. 6.

* *correspondent.*

Appendix (A.)

Appendix (B.)

To prove the history of the loan, and the fact of the payment of the money, a number of other exhibits were adduced. First, a letter from Roy Anunda Row, brother of the defendant Reddy Row, to defendant, dated from Arcot the 5th of July 1797, stating the necessity of the loan, and directing the advance to be made out of funds belonging to Gopaul Row, and the writer of the letter, in the hands of the person to whom it was addressed. This was proved by Narrain Row. Secondly, an Anayatnama (as it is called) from the Nabob, produced to the Commissioners as one of the Vouchers for the claim, addressed to Gopaul Row and another, guaranteeing the payment of any sums which should be advanced by them upon the credit of it to Anwar Ali Cawn. This paper, bear-

Ibid, No. 8.

Ibid. No. 9.

No. 1.

Sir T. A. Strange to the Right Honble. R. Lundas; 27 Feb. 1809.

ing date corresponding with the 23d of June 1797, is referred to in the preceding letter of Roy Anunda Row. It was in the hand-writing (as proved) of Narrain Row, who proved the byze and mohur upon it to be the Nabob's. Of this document, also, an entry had been found in, and was produced by Mr. Goad from, the Duscardon Dufters.

Appendix (B.) Besides these, three savaals or representations were exhibited, which had also been produced to the Commissioners at the time of the making of the claim. The first, No. 10, was a savaal from Reddy Row himself, dated the 26th of August 1797, stating to the Nabob in detail the circumstances of the advance;

Ibid. upon which there appeared in the hand writing of the Nabob, "Let it be entered in the Talook." The second, No. 11. was a statement, dated the 14th of September 1797, of the transmission of the money in question through Colonel Barrett, partly for payment of the Jaghires of the family, partly on account of the revenues of Mohummudpore (Arcot). Upon these there appeared in the hand of Nabob, "the Cajang and Mohummudpore (meaning Dewanny) are the same." These declarations on the part of the Nabob, were relied upon as evidence, that it was by his express direction, that the particulars of the transaction had been entered in the Dewanny, rather than in the Cajana department. The

Ibid. third, (N. 12.) was one from Colonel Barrett of the 11th of September 1797, advising his Highness of the arrival of the money; upon which there appeared also in the hand of the Nabob, the words, "It has arrived in time, I am happy." The originals of these papers were proved by Narrain Row, Persian writer, to have been written by him. He, Koob Chund, and Mr. Battley also proved the swaad upon them, with the words purporting to be the Nabob's, to be in

Ibid. his hand. The entry in Anwar Ali Cawn's accounts, as produced by Mr. Russell from the Dewanny Dufters, and referred to by the preceding papers, being also relied upon, they purported to be under the mohur or seal of Anwur Ali Khawn.

Appendix (A.) Narrain Row proved them to be in the hand-writing of Anunda Row (not the Defendant of that name, but another) who was proved to have been his Sheristadar while in charge of Arcot; Narrain Row also proved an endorsement upon them to be in the hand-writing of Vencata Row deceased, stated by Maddee Putty Tremul Row to have been one of the Sheristadars in the Dewanne department ten or eleven years before; and Narrain Row and Koob Chund both said that the swaad upon them was the Nabob's.

To contradict the witnesses who had sworn on the part of the Prosecution, that the defendant *Anunda Row*, the alleged drawer of the Bond, had been in the districts of Chellumbarum and Manargoody from some time in 1797, till near

Ibid. the middle of 1800, Vencata Row, Amildar of Manargoody in the time of Paupiah (the person under whom the defendant Anunda Row had been sworn on the part of the prosecution to have served as Moojumdar) being called and sworn, gave in evidence a series of letters from Paupiah, and Ramasawmy the brother of Paupiah, to prove that of the witnesses, on the part of the prosecution, to this fact, several had been mistaken as to the time when he, Vencata Row, had held that situation. As to the defendant Anunda Row having been ever under him, the Witness denied it; he said he had not been employed in the Cutcheree of Manargoody during his time; that some time before he, the Witness, ceased to be Amildar, he had had a person of the same name under him as Massoomdar, but that it was not the defendant. On cross-examination, he said he had lately seen the person to whom he alluded at Madras.

Ibid. Vetal Row, uncle to the Defendant, and with whom he had been sworn to have been seen by some of the Witnesses on the part of the Prosecution, during some portion of the time to which their evidence applied, denied his having been in the Talooks at all during any part of that time, excepting for two months in the middle of 1799, when he said he had come from Madras to Chellumbarum for the recovery of his health.

Ibid. Appoo Row, Shashagery Row, and Sama Row, other officers employed in the districts in question in 1799, confirmed the testimony of Vencata Row and Vetal Row, as to Defendant Anunda Row not having been at Manargoody during any part of that year. Shashagerry Row added that there had been another of the same name employed there as Majoomdar during some part of it.

Ibid. Sababady Jyah and Tellawaigapilly, two of the Natavars, or principal landholders at Manargoody, fixed inhabitants there, and in the habit of attending the Cutcheree, swore that they had never seen him there either in the time of

Vencata

Vencata Row, or at any other time; whereas if he had been employed there, as sworn on the part of the Prosecution, they must have known it.

No. 1.

Sir T. A. Strange to the Right Honble R. Dundas; 27 Feb. 1809.

A deposition made before the Commissioners by Visvasoo Vencaturamiah, examined on the subject on the part of the Prosecution, differing in many particulars from his evidence on the trial, was read, his signature to it having been admitted by him when examined.

Narrain Row, who had been Persian writer in the Dewanny department (the department to which it was alleged on the part of the Defence that he had belonged,) and who said he was acquainted with his Maratta hand; Sababadee Row, who having been Peshcar to Abdul Cawder Cawn Behader, renter of several districts, had had occasion to attend the Durbar in the time of the late Nabob, on account of his principal, and having (as he said) known the Defendant there, had often seen him write Maratta; and Succa Ram, in the service of the present Nabob, and in the habit (as he said) of correspondence with him, being shewn the accounts, and the letter produced on the part of the Prosecution by Conary Row, as his accounts delivered to Paupiah respecting collections and disbursements of Manargoody during a part of the time in question, all swore that the hand-writing was not his. Appendix (A.) Appendix (A)

The account given of him on the part of the Defence was, that he had formerly resided at Chellumbarum, but that he had quitted it, and came to Madras for employ in the early part of 1797, returning to Chellumbarum, as stated by one of the witnesses, for two months, for the recovery of his health, in 1799; that soon after his arrival at Madras in 1797, he had been taken into the service of the Durbar as a Moonshee or Persian writer in the Dewanny department, under the direction and subject to the orders of Colonel Barrett, Dewan to the Nabob; and that he had continued in that situation till the death of the Nabob in July 1801, having, subsequent to the grant of the Jaghire to Colonel Barrett, about a year before the death of the Nabob, been specifically employed by him relative to the business of that grant, for which he had received from him, in addition to his public pay as a Moonshee of the Durbar under him, a personal remuneration.

To prove this fact, the following documents (produced by Mr. Russell from the Dewanny records) were given in evidence:—No. 14, purporting to be his original appointment, dated the 20th of June 1797. Narrain Row, Persian writer in that department, proved it to be under the signature of Roy Anunda Row, at that time head Sheristadar of the department, and that the swaad upon it was the Nabob's. He said that he himself had drawn it. No. 15, purporting to be three lists of payments made to servants of the Durbar, including the Defendant in question, with Persian dates corresponding to about the period from the middle of 1797 to the middle of 1798. Kooh Chund, a Witness called on the part of the prosecution, proved the first to have some letters in the hand-writing of the Nabob upon it, the other two his swaad. No. 16, purporting to be four receipts for salary under the hand of the Defendant in question, all dated in 1798; one of them of the 23d of July, five days preceding the date of the Bond; the others of the 18th of January, the 23d of August, and the 8th of December. His hand-writing was proved by Narrain Row. No. 17, purporting to be an augmentation of his pay from rupees 40 per month to pagodas 15, to commence from the 2d of September 1799. Narrain Row proved that he drew the part of the paper soliciting the attention of the Nabob to him; and that the part in pencil was of the Nabob's own writing, in which he was confirmed by Koob Chund, and by Mr. Battley. No. 18, purporting to be an application for a Temka for arrears of pay, dated 24th May 1801, drawn by Narrain Row, as proved by Narrain Row. No. 19, purporting to be a certificate of an arrear of pagodas 292, due to him at the death of the late Nabob, under the signature of Buckshee Ram Row and Bannage Row, both proved to have been employed in the life-time of the late Nabob in paying the salaries of the servants of the Durbar. Buckshee Ram Row, in the service of the present Nabob, acknowledged his signature. He said the arrears had been calculated, from September 1799 to the accession of the present Nabob, at pagodas 15 per month, giving credit for a payment of pagodas 50. The signature of Bonnage Row was proved by Buckshee Amenda Row, a witness called on the part of the prosecution. This Witness and Buckshee Ram Row also acknowledged their signatures to general returns of those servants, of which No. 20 is an extract, importing the Defendant to have been included. Mr. Batley being examined, said he had been employed in making out lists of servants of the late Nabob, Appendix (B.) Ibid. Ibid. Ibid. Ibid. Ibid. Appendix (B.) Appendix (A.)

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

for the purpose of their being paid by the Company's Government after his death. He said there had been a committee appointed on the part of Government to investigate the subject, of which Mr. Cecil Smith had been a member and secretary. The claims, he said, had been first made to the Committee, and by them sent to the Durbar in English, under the seal of the Company and the signature of the Secretary to the Committee. They were then translated into Persian, and a copy of the Translation given to the Buckshee of each department, for the purpose of ascertaining the arrears due to each in each department. Abstracts were made in Persian; the arrears due to each individual specified; and the abstracts signed by the head of the particular department. A general list was then made out in Persian, signed by the several Buckshees; and then a list, corresponding with the several names and abstracts, in English; and, after a careful examination as to the arrears due to each, and a reference to their several appointments by the Witness and the Nabob's Dewan, the English list was, under the Witness's signature as Secretary to the Nabob, sent to the Committee in a letter from the Witness. The Persian abstracts and lists were kept locked up in the English office in a chest. The lists examined were from No. 1 to No. 62 or 63. Looking at one of the lists produced, he said it was one of those that he had returned. The name of Anunda Row appeared, with a balance annexed to his name of pagodas 292. 29. 42. All these claims, he said, had been examined before a report was made to the Committee on the subject. Two, in one of the lists produced, had been rejected. There were attempts at fraud in some of the lists referred by the Committee. The Witness remembered instances in three of them; they had been detected previous to his examination of the claims. They consisted in inserting names of persons who had not claimed before the Committee; the Witness had ascertained by whom the attempt had been made. The extent to which it had gone, would appear on the face of the papers themselves. The names so added had (in the lists returned by the Witness) been rejected, having found no vouchers in the Durbar in support of those claims, the attempt had been confessed by its authors. It had no connection with the list in which defendant's name appeared. It was subsequent in time by a year to the return of the lists in which defendant was included.

Appendix (A.)

Narrain Row - - - p. 55.
Chinna Reddy Row - 59.
Rama Row - - - - - *ib.*
Nizam Odeen - - - } 62.
Ahmed Cawne - - - }
Sabahadee Row - - - *ib.*
Buckshee Ram Row - 63.
Narasimma Chary - - *ib.*
Tremul Row - - - - 64.
Soondara Row - - - 65.
Runga Row - - - - *ib.*
J. Battley - - - - - 67.

Witnesses to the number of 11 (including Maddee Putty Tremul Row, one of the first Witnesses called on the part of the Prosecution) all swore to their having known him at the Durbar in the situation which the Defence supposed him to have held. Of these, some had themselves belonged to the department with which he was said to have been connected; all of them were respectable from their stations; most of them spoke to the having known him in the situation which he professed to have held for a period of about four years preceding the death of the Omdut ul Omrah. Mr. Battley (so often mentioned) said that he had seen him at the Durbar during the time of the Omdut. He had been in the habit of frequently seeing him there in the office of Colonel Barrett. It was the same office (he said) in which the other defendant and Roy Anunda Row used to transact business. The Witness had been in the habit of attending it daily, unless prevented by some particular cause. He had in general found the defendant Anunda Row there. To the best of his recollection he had been in the habit of seeing him there between two and three years, or nearer three, preceding the death of the Omdut. He did not at the time know his name, nor had he any other means of recollecting him, than from having so repeatedly seen him there. It was at the public office of Colonel Barrett at the Durbar that he used to see him. He was not, he said, in the habit of going to Colonel Barrett's private house. Nizam Oodeen Ahmed Cawn, maternal uncle to the late Nabob, mentioned a particular occasion of his seeing him in July 1798, as connected with some business the Witness had had to transact at that time with Colonel Barret, relative to districts of which he had charge.

Appendix (A.)

Sasha Acharaloo, a Bramin, swore to his having lodged with him in Triplicane, (adjoining Madras) for about two years and a half, commencing in May 1797.

Ibid.

Carricky Hully Sasha Acharaloo, describing himself to be a neighbour of the last Witness, (their houses adjoining) and

Ibid.

Conary Achary, describing himself as assistant to the officiating priest of defendant, (the priest himself being at Seringapatam,) corroborated the testimony of Sasha Acharaloo.

Ibid.

In confirmation of this evidence, written and parole, relative to the defendant in question, a further body of documents was produced from the Dewanny Dufters,

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

Dufters, above twenty in number, upon various subjects belonging to the Dewanny Department, more or less in his hand-writing; some of them being entirely so, others indorsed by him. Of these, some were only copies, but several were original Papers, bearing dates approximating to the date of the Bond in question. The whole were proved to be his writing by Narrain Row; some of them were authenticated by official marks.

Appendix (A.)

In addition to the evidence of Mr. *Battley*, who swore that he had seen the Bond in question a short time subsequent to the death of the late Nabob, in order further to invalidate the testimony of the two witnesses, Beema and Arnachella Row, who on the part of the Prosecution had swore to its having been forged in their presence long after their depositions taken before the Commissioners were produced and proved, containing some inconsistencies with one another, some with the account given by them on the trial. It was proved also by Major Thompson and Mr. Orme, who had been members of a Committee appointed by Government some months previous to the examination of the claim in question before the Commissioners, in order to investigate certain information that had been laid before Government of extensive forgeries of Nabob's Paper; that Beema and Arnachella Row had been examined before that Committee, but had said nothing in the course of that examination of the forgery of the Bond in question.

Ibid.

Ibid.

A receipt, with an assignment from Gopaul Row, the obligee in the Bond in favour of the Defendant Reddy Row, the holder, was produced by Mr. Goad, as having been delivered by him to the Commissioners upon his making his claim. The signatures to them were proved by Duttagee Row, nephew to the Defendant Reddy Row, who said he had been present at the execution of the assignment, and that Gopaul Row was since dead. He also proved the execution of the Will of Roy Anunda Row deceased, brother to Reddy Row, dated in September 1800, about a week before his death; by which he had bequeathed to his brother, the Defendant, the whole of his property, including two specific sums of pagodas 40,000, and pagodas 60,000, charging him with the care of his children and family. On cross-examination, the Witness admitted that he lived with the Defendant, who (he said) had adopted his son, who would of course inherit his property.

Appendix (B.) Nos. 22, 23.

Appendix (A.)

To do away the impression that had been endeavoured to be raised by the evidence of Venaigum Moodelly of other Bonds (purporting to be Nabob's) uttered by the Defendant, not having been in existence till near two years subsequent to the death of the Nabob Anundapa Naidoo Gomastah to Pravoodos, Pravoodos himself, Moorlydoss, and Vanaram, Gomastah to Visvanada Taker, deceased, were called. These were Soucars, who having, as they proved (as well as Venaigum Moodelly) advanced money to the Defendant in the life-time of and for the use of the Nabob; but, upon the Defendant's responsibility, had received from him Nabob's Bonds, made out in their name, as security for those demands. They all swore to their knowledge of the existence of these Bonds almost immediately subsequent to the death of the Nabob, when they said they had been tendered to them by the Defendant in his discharge. One of them (Moorlydoss) declared that he had received the one executed in his favour in the first instance. The others had declined at first, but had subsequently and eventually received them upon terms. In confirmation of this evidence, Mr. Battley swore that the Omdut had been to his knowledge in the habit of raising money from Soucars, who could not lend directly to him, being prohibited by Government; and that in the course of his attendance at the office of Colonel Barrett, he had frequently seen negociations for loans going on between the Defendant Reddy Row and them; and he also proved the fact of the Nabob having executed Bonds during his last illness, with reference to those advances, made, as they had been, on the responsibility of the Defendant. Adverting to the last illness of the Nabob, he stated his recollection of a conversation on the subject at the time with Colonel Barrett, in which, pointing to the Defendant, who (he said) was present, Colonel Barrett had said he must see justice done him, or he would be ruined; upon which the Witness added, that he told him in that case he had no time to lose; a savaal of the Defendant's to the Nabob on the subject, dated the 20th of October 1800, was given in evidence. Chinna Reddy Row, Sheristadar in the Dewanny department at the time in question, proved this paper to be in his hand-writing, and the seal to it to be the Defendant's. On cross-examination he admitted that his son was married to the Defendant's daughter. The Nabob's swaad upon it was proved by Koob Chund, a Witness on the part of the Prosecution.

Appendix (A.)

Ibid.

Ibid.

Appendix (B.) No. 23.

Appendix (A.)

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

Mr. Battley, stating that the Defendant Reddy Row had enjoyed the confidence of the late and present Nabobs, gave him a character for integrity.

Here the Evidence closed.

The Prosecutors called no Witnesses in reply, to impeach the testimony of any of the officers of the Durbar examined on the part of the Defendants, nor any either to affect the credit of the Dufters in general, or to justify an opinion that of the numerous documents adduced from them in support of the Defence, a single one was not genuine.

In summing up, the Jury were told, that the Defendant Anunda Row having accompanied the other Defendant, when he attended the Commissioners to make his claim; and having undertaken to confirm his answer, that he, Anunda Row, had been the drawer of the Bond in question; this would be evidence to implicate him in the conspiracy upon which they were about to decide, provided they should find that answer to be false, and find also the intent alleged to impose upon the Commissioners; much more if they should find the Bond to have been forged by the Defendants. With regard to this, they were impressed as strongly as possible with the extreme improbability of the story related by Beema and Arnachella Row, who had been called to prove the forgery; the suspicion cast upon it, as well from the circumstance of their not having so much as alluded to it in their evidence to the Committee of Government, which they had attended for the express purpose of giving information relative to similar forgeries, as from such inconsistencies as appeared in their different relations of the same subject at different times; and added to this, from the account which these Witnesses had given of themselves, as affecting their credit: it appearing wholly unaccountable that the precise moment of two persons coming in, who were to have no interest in the fruits of it, should have been selected by a person of acknowledged intelligence and rather high station for the commission of such an act. It was observed, that the Witnesses, who had undertaken to prove it, not being in the slightest degree corroborated as to the fact, the truth of it had been disproved, if Mr. Battley was believed, who had swore that he had seen the very Bond long previous to the time when it was alleged to have been forged.

The attention of the Jury was drawn very particularly to the evidence by which it had been attempted to controvert the account given to the Commissioners of Anunda Row having been the drawer of the Bond, the Witnesses who swore to his having been employed elsewhere at the time having been contradicted by the very persons (among others) in whose service in the districts he was said to have been remembered. With respect to that portion of the evidence on the part of the Prosecution that went to exclude the idea of his having been ever at all in the service of the Durbar, adverting to the testimony that had been adduced for the purpose, it was treated as subject to a good deal of observation; the Witnesses, in the first place, speaking to a negative only, many of them of an obscure and suspicious appearance, confessedly without employ, some not pretending to know all the servants of the Durbar (proved to amount to above a thousand), others declaring that they had been acquainted with the principal ones only, the person in question not having been one of that description. It was observed, on the other hand, that there was at the least an equally considerable mass of evidence, tending to shew with much more certainty, that he had been in the service alleged during the whole of the time insisted upon; first, evidence in writing of his original admission into it, with a subsequent augmentation of his salary, in the hand-writing of the Nabob, clearly proved; lists of servants, including him, to whom wages had been paid during the time of the Nabob, his own receipts for the year 1798, with other correspondent documents. Finally, the insertion of his name in the return to Government, of persons having claims to arrears accrued during the time of the Omdut. The whole of these, with the exception of that return, produced from the records of the Durbar in the charge of the Commissioners. In addition to this, the evidence of several, apparently, from the situations they had held, respectable persons, stating, some, their familiar knowledge, others, their distinct recollection of him as a Moonshee in the Dewanny Department from the time of his alleged appointment till subsequent to the death of the Nabob, confirmed by the production of so great a number of papers upon various official subjects from the same Dufters, either wholly or partially in his hand-writing, credibly proved, and not attempted to be disproved. In summing up this part

of

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

of the case; stress was laid on the credit which the law gives to the place whence written evidence is produced, when it is the place from whence it might be expected, and much more when that place is in the nature of a registry, or place of record, and more particularly still, when it goes to charge the person from whose custody it comes; the claim in question being originally a claim upon the late Nabob, and the Dufters having been his, and handed over by his successor to the Commissioners, whose duty it would be to keep them inaccessible to any but themselves, or their most confidential servants. It was stated, at the same time, that the inference of credit resulting from these considerations was not conclusive, that records themselves might be falsified, and when they were so, were but waste paper; but that there having been no attempt by evidence to impeach the documents in question, the presumption of credit, arising from their having been found in the Dufters, became considerable.

The Evidence upon these two principal points having been summed up with great particularity, the Jury were told, that if they disbelieved the two Bramins who had sworn to their having been spectators of the forgery, not professing to have been accomplices in it, and were at the same time satisfied that Anunda Row, the alleged drawer of the Bond, had been a Moonshee of the Durbar at the date of it, notwithstanding the evidence adduced to prove the contrary, the credit of the Prosecution would stand considerably shaken, having nothing further to act upon but vague presumptions and inferences merely, of which they would have to consider whether the grounds in some instances were not altogether equivocal, whether in others they had not been satisfactorily explained by the very witnesses called to establish them on the part of the Prosecution. These observations applied to the form of the Bond, the course of the Durbar, the inference endeavoured to be deduced from the erasures in Anwar Ali Cawn's accounts, and lastly, the circumstances of Reddy Row neither having referred to it, when pressed for a debt, for which he had wished to substitute the Bond of the real debtor, rather than property of his own, nor having included it among the claims proposed to be transmitted by him, through Mr. Brodie, to the Commissioners in England, giving perfect credit to the evidence of Venaigum Moodelly, as well as to that of Mr. Brodie, with reference to these respective facts. With regard to the insinuation of other forgeries by the same Defendant, it was left to the Jury to say whether they could possibly believe the only evidence that had afforded any distinct foundation for it, namely, that of Arnachella Row; and whether, if a suspicion had been raised in their minds that there was ground for it, it had not been done away by the evidence of the Soucars, together with that of Mr. Battley, all of whom had sworn to their having seen the Bonds in question shortly after the death of the person by whom they purported to have been made, and long before their supposed falsification.

The documentary evidence of the disputed claim was then adverted to, with the proofs authenticating it, the whole being summed up in detail to the Jury, with a recapitulation of the observations antecedently made as to the force and effect of such evidence. The testimony of the various officers of the Durbar who had been examined in its support (the principal of them called on the part of the Prosecution) was insisted upon; and lastly, was urged the credit due to the opinion of the Commissioners, considered in the nature of an original judgment of a Court of exclusive jurisdiction upon the matter, for all purposes but those of criminal justice, subject to the confirmation of their superiors in England. In pressing this upon the attention of the Jury, express reference was made to the nature of the subject, a claim founded upon a Durbar transaction, intricate and obscure, from the acknowledged course of the Durbar, and the notorious necessities of the late Nabob, at the time to which its origin had been referred, depending for its genuineness upon a multiplicity of documents, with the language and forms of which the Court and Jury were in no degree acquainted, but with which the Commissioners were familiar, as well as with the characters of the Durbar officers, by whom they had been proved, and with whom the Commissioners were in daily intercourse. With reference to their assiduity, their acknowledged intelligence, and their integrity, as combined with the nature of the subject, they were directed to consider who the Commissioners were, by whom they had been selected and appointed; they were at the same time told that the opinion, respectable as it was, was not conclusive, and the less so, perhaps, as the Prosecution, upon the validity of which it was the province of

No. 1.

Sir T. A. Strange to the Right Honble. R Dundas; 27 Feb. 1809.

the Jury to determine, seemed to have for almost its direct object the bringing it under their review.

The summing up occupied several hours. The Jury having retired for about twenty minutes, returned into Court with their Verdict, finding the Defendants GUILTY. Having been hitherto at large upon their recognizances, they were continued so, with the consent of the Counsel for the Prosecution; and it being Friday the 9th of December when the Verdict was given, the Court adjourned till the following Monday.

Upon the opening of the Court on the 12th, the Counsel for the Defendants moved for a Rule to shew cause why there should not be a new trial, grounding his motion principally upon the Verdict, being, as he stated, contrary to the direction of the Judge before whom the indictment had been tried; and, as he said, he presumed, contrary to his opinion. He intimated, at the same time, his intention of eventually moving in arrest of judgment, upon some defect (not then stated) in the Indictment. The leading Counsel for the Prosecution having been under the necessity of quitting the Presidency upon business, in the interval since the last adjournment, it was agreed that the motion should stand over till the following Sessions, the junior Counsel present in Court consenting to the continuance of the Defendants in the meantime at large upon their recognizances. A day or two after the Verdict, the Grand Jury (which had not been discharged) found a Bill against Mr. John Battley, for perjury, assigned upon that part of his evidence given upon the late trial, in which he had sworn that he had been in the habit of seeing Anunda Row (one of the persons convicted of the conspiracy) in the office of Colonel Barrett, for two or three years preceding the death of the Omdut ul Omrah. They found another against the same person, and Reddy Row, recently convicted of the conspiracy, for conspiring to cheat Venaigum Moodelly (one of the Witnesses in support of that charge) by prevailing with him to accept as a security for his demand upon Reddy Row a Bond, purporting to be a Nabob's, which they knew not to be genuine. This Indictment remains to be tried. A third, which had been presented to them previous to the trial of Reddy and Anunda Row, against Arnachella and Beema Row, for evidence of the forgery given before the Commissioners, and which Bill had been retained by the Grand Jury, pending the trial of the indictment for the conspiracy, was at the same time rejected. The Sessions closed on Thursday the 15th of December.

At the following Sessions, commencing the 4th of January, and still continuing by adjournment, the Counsel for the Prosecution attending, the motion for a new trial was renewed, and a rule to shew cause obtained. Cause was shewn accordingly a few days after before a crowded Court, in a very long speech, far from favourable to the entertainment of any idea derogatory to the perfect justice of the Verdict. The power of the Court sitting in Oyer and Terminer, to grant a new trial, was disputed; and at all events it was made a point of delicacy, whether the same Judge who had tried the indictment would think it consistent to decide in favour of such a motion, resting as it did principally upon the assumed difference of his opinion from that of the jury upon the evidence. Upon the same day, a motion was made on the part of the Prosecution, for the immediate commitment of both the Defendants. During the interval between the two Sessions, Government, which (at the instance of the Commissioners) had taken up the defence of the Prosecution, and had since directed its law officers to defend Mr. Battley, had been advised to send a gentleman conversant with the Malabar language, and in the Company's civil service, to the district of Manargoody, accompanied by Anunda Row, recently convicted with Reddy Row of the conspiracy, in order to ascertain, by reference to the inhabitants of that district, whether he was known by any one of them to have been there at any part of the period during which the evidence of Mr. Battley (among others) had supposed him to have been employed at the Durbar in the time of the late Nabob. Though this was not judicially before the Court, when the motion for the immediate commitment of the two Defendants was made, yet being notorious, it was alluded to; the mission was treated as an abuse, in the person of Anunda Row, of the forbearance he had experienced; it was urged as a public indecency, and pregnant with danger, the suffering such convicts to be any longer at large, and the authority of the Court so to suffer them, without the consent of the prosecutor, was loudly and confidently denied; upon what had been said by

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No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

the Court of King's Bench in the case of the King against Wilkes, reported in 4th Burrows. In disposing of the rule for a new trial, I insisted upon the competency of the Court's jurisdiction to grant one, should it see grounds for doing so, vindicating at the same time the general practice as a wholesome one, and this not less in criminal cases than where civil rights only were concerned. As I was sitting alone, however, I thought it most consistent to reserve the question as to the propriety of granting one in the present instance.

With respect to the motion for commitment, having satisfied myself that it was discretionary in the Court whether it could comply with it or not; and that before sentence it wanted not the consent of the prosecutors to justify it, in permitting Defendants convicted of a misdemeanor to continue at large; I found it my duty to refuse it. The importance attached to it, and the clamour that has been raised in the Settlement at its rejection, renders it far from an immaterial occurrence in the late proceedings. The Verdict, when given, seemed to me to be a mistaken one; and the violence subsequently displayed on the part of the Prosecution, in the discussions that followed, helped to convince me that it was unjust. In a Settlement composed like this, and with reference to the temper of the moment, the act of commitment would, in point of impression, have had nearly all the effect of final *consideration*. If there were doubts about the Verdict, the consequences of acting upon it, while they continued, were not to be risked. In addition to other considerations, the indictment against Mr. Battley stood for trial in a very few days; and besides my objections to the motion as it respected the Defendants who were the objects of it, I could not but anticipate the influence which my compliance with it might have upon another connected in some degree with them, whose fate was at that moment depending. I had cause, among other things, to fear that it would have a tendency to discourage the attendance of the Witnesses subpœnaed on his defence. There was in the meantime not the smallest reason whatever to apprehend an intention in them to withdraw themselves from justice. The accompanying Paper, marked letter C, contains a note of what I said in disposing of this motion: it has been renewed again since, more than once, but with the same effect as before.

Sic. orig. Q. *condemnation.*

IN a day or two after (Monday the 23d of January), the indictment againt Mr. Battley came on to be tried by a Special Jury struck for the purpose at the instance of the Defendant. The trial lasted nine days; the question being only, whether he had been in the habit of seeing Anunda Row at the office of Colonel Barrett, for the two or three last years of the life of the late Omdut.

I proceed to give a summary of the Evidence adduced on either side upon that trial. Should it be possible, in the short time allowed me (amidst other occupations) for preparing this report, I shall accompany it with a copy of a full note of that Evidence, as I have already prepared for the purpose one of all that was given on the trial of Reddy and Anunda Row; but it may not be in my power by the opportunity of the Lushington, which is an unexpected one; nor do I think it very material, being, as far as it goes, in substance the same with what had already been produced on the preceding Prosecution, though a great deal stronger on the affirmation of the question with reference to the particular point in issue.

Three persons, describing themselves as having been in situations about Colonel Barrett to know, swore that he had never belonged to the office in question at all, or been seen in it during the time in question, having been attached to him in his private capacity only, and this something less than a year subsequent to the death of the Nabob. Upon the Colonel obtaining a grant of the Jaghire, one of these, a man of the name of Vencata Row, admitted himself to be brother to Beema Row, one of the two Witnesses who, upon the other trial, swore to the fact of the forgery. The other two, according to their account of themselves, had been in the service of Colonel Barrett in the inferior stations, the one of Dubash, the other of Jamidar. In addition to these, above twenty Witnesses swore to this Anunda Row having been employed almost without intermission in the respective Cutcherries of Chellumbarum and Manargoody (in the Province of Arcot) from 1794 till about April or May 1800, when it was admitted that he had come to Madras, and had soon after (as was stated) entered into the service of Colonel Barrett, but not in his office at the Durbar. Many of these were new Witnesses since the former trial; about thirteen of them swore to his having been employed

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

under Vetal Row, his uncle, as a Persian writer in the Cutcherry of Chellumbarum till 1794, till towards the end of 1798, when others took him up, and by their account transferred him to the Cutcherry of Manargoody as Majoomadar under Vencata Row, Amildar of that district, during a part of the time that Manargoody and the two neighbouring districts had been assigned to Paupiah, as a security for money lent by him to the Renter of Arcot. The substance of their account was, that having been in the early part of 1799 displaced from his Majoomdarship, he had returned to Chellumbarum, where he had been retained as his Gomastah by Nagogee Row, then Sheristadar, during the months of March and April, when he was reinstated as Majoomadar at Manargoody; that he continued as such under the same Vencata Row till September, when he was a second time dismissed, but retained at the place by his superiors, upon his responsibility for his accounts till (as already observed) he was finally permitted to quit the districts in April or May 1800. Nagogee Row (formerly attached to this Paupiah, but at present in the service of Mr. Ravenshaw, Collector of Arcot) swore to his having been his Gomastah at Chillumbarum during the two months that he had been out of employ at Manargoody. Others undertook to trace him between Manargoody and Chillumbarum during the whole of 1799, and the early part of 1800. It is remarkable that not above *one or two*, at the most, pretended to *have ever seen him at Manargoody*. This was the amount of the Evidence on the part of the Prosecution to falsify that given by the Defendant on the former trial; except that the accounts produced upon that trial, as accounts for the districts during a part of the period in question, said to be in the hand-writing of Anunda Row, together with his supposed Letter addressed upon his arrival at Madras in 1800 to his late superior in the districts, were again produced, and sworn to as before; but the testimony to this was contradicted, as before, upon oath, by an equal number of Witnesses for the Defendant.

On the part of the Defence there were not fewer than twelve Witnesses, (principally inhabitants of Chellumbarum) who swore to the person in question having quitted it to go to Madras for employ in the early part of 1797, and to his not having been seen again at Chellumbarum except for two months in the middle of 1799, when they said he had come there for the recovery of his health, for it was agreed by the evidence on both sides that he had been employed in the Cutcherie in that district for some years, commencing in 1794. Vencata Row, the person under whom he had been sworn to have been Majoomdar at Manargoody, swore (as on the former trial) that it was another of the same name that had been his Majoomdar, and not the person in question. In this he was confirmed by the whole of the head inhabitants of the village, to the number of seventeen, who had been brought from thence expressly to give evidence upon this trial, and who, with about two exceptions only of persons who said they had had occasion to see him before at Chellumbarum, swore that they saw the Anunda Row in question, some of them for the first time in their lives now in Court, others for the first time since their arrival at the Presidency. This body of evidence, which was new upon the present trial, appeared to be of the utmost importance: its credit was not attempted to be shaken by evidence of any sort; on the contrary, when it was proposed, on the part of the Defence, in order to satisfy the Jury that no improper means had been used to obtain it, to call Mr. Saunders, the gentleman who had been sent with Anunda Row to Manargoody to investigate the fact on the spot, his examination was opposed on the part of the Prosecution; and as it seemed to me that the proper time for calling such a witness would be after it had been attempted by evidence to arraign the means employed in support of the defence, the resistance to the examination of Mr. Saunders prevailed, and though sworn he was not examined. Of the witnesses from Manargoody who gave evidence for the Defendant, several declared upon their examination that they had received subpœnas to attend on both sides. The whole of the written evidence from the Dufters of the man's appointment as a Moonshee to the Dewanny department in 1797, and of his subsequent employ as such down to the death of the Omdut, was again produced, and proved with a considerable addition (collected since the former trial) to that part of it which went to prove his acts as such during the period in question. Near twenty persons, several of whom had not been examined on the former trial, swore to their knowledge and remembrance of him in the situation, and during the time referred to in the evidence upon which the perjury was assigned. His residence near Chepauk (the palace of the Nabob) during the period in question, was also sworn to as before.

This

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

This was the whole of the Evidence. The Counsel for the prosecution having replied, I distinctly pointed out to the Jury on which side the preponderance seemed beyond all questions to lie; and that they could not convict the Defendant, without previously making up their minds to believe not only that the whole of the written evidence had been fabricated and interpolated to answer the purposes of fraud, but that the head inhabitants of a village, to the number of seventeen, had been suborned to commit perjury, and that near a score of persons of no inconsiderable stations, belonging to or conversant about the late Durbar, were involved in the same confederacy in favour of iniquity. The Jury retired to consider their verdict; and returning into Court after having been out between three and four hours, pronounced the Defendant GUILTY, recommending him at the same time to mercy. Upon my asking the Foreman upon what ground they had agreed so to recommend him, he replied, upon the ground of his former unimpeached character; so that it appeared that, in addition to the evidence given to corroborate the statement of the Defendant, the truth of which the indictment had brought into question, his former character had stood before the Jury as an unimpeached one, though it had not been thought necessary, on the part of the Defence, to establish that point by the testimony of any witness.

That the justice of these verdicts is most questionable, it would seem almost impossible disinterestedly to doubt.

IN the course of the trial of Mr. Battley, when Anunda Row, being in Court, was called upon, at the instance of some of the Jury, to write something before them, that they might compare what he should write in their presence with some of the papers produced from the Dufters, purporting to be in his hand; having done so, confessedly to the satisfaction of two or three gentlemen composing a part of it, who were proficients in Persian, it was publicly declared by the Counsel for the Prosecution, that the Prosecutors did not mean to dispute the fact of his hand-writing. Upon this the inference is too obvious; but if the hypothesis of interpolation to any extent, and of forgery, in instances without number, can be admitted and acted upon under the form of a public prosecution, not only without evidence to support it, but in opposition to legitimate proofs, by which the contrary is established, it must follow that there is at once an end of the credit of these long-established repositories of Durbar transactions, and, with them, of the testimony also of the officers belonging to them. It has served the purpose of these trials to treat the question of their credit as not fit to be discussed. If an officer of the Durbar was called on the part of the Defence, he was scarcely thought worthy of cross-examination; if a paper from the Dufters was in a course of proof, it was a sufficient signal for those engaged on the part of the Prosecution, almost to intermit all attention to what was going on. And as the ceremony of any thing like evidence to invalidate, by specific application, the strong hold upon which the cases of the Defendants in both indictments rested, was wholly omitted, so in the comments upon them by the Counsel for the Crown, the different materials of the defences in each were passed over, without any notice whatever by way of reply.

By that article of the Deed of Covenants between the East India Company and the creditors of the Nabob, which fixes the mode of proceeding by the Commissioners in India, it is provided that " in particular the said Commissioners in India shall examine and compare and cause to be examined and compared the several Claims to be made and preferred, as well in England as at Madras; and also the accounts to be exhibited by the several claimants, with the books, accounts, and vouchers of the said late Nabob, and the said Ameer; and to examine their respective officers thereon, so as to ascertain the origin and justice of the debts to be claimed."

That the prosecutors of these indictments are claimants upon the fund set apart by those articles to an amount little short of three-fourths of the real aggregate debt, according to the most accurate estimates of it, has not been denied. The clamour that has attended the prosecutions has been attempted to be justified by the magnitude of the claims of those by whom they are promoted and supported. The prosecutors having signed those articles, they have thereby subjected their claims to the test which they impose. But upon the principle of these proceedings, there is an end of " accounts and vouchers" from the Durbar; there is an end to official testimony. The contents of the 39 leathern chests, described by the Commissioners, become something worse than lumber; " the officers of the said late

See Mr. Ruffell's Evidence, Appendix (A.)

No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

late Nabob and the said Ameer" can no longer be resorted to as sources of intelligence in any degree to be depended upon. "The origin and justice of the debts to be claimed" by the prosecutors must be taken upon their own credit, and (as would seem) there ceases to be much occasion for Commissioners.

SUCH has appeared to me, Sir, to be the inevitable tendency of these Verdicts; and more than doubting, as I do, their justice, I have, in this view of them, particularly deemed it my duty to forbear, as much as has been legally possible, giving to them any effect.

With this strong impression against them, it does not follow that new trials could consistently be granted. It could be objected with truth, that each of them stands supported by a great deal of evidence, and that of the credit of Witnesses, and the weight of proof, it is for the jury alone to judge.

But admitting the proposition not to be conclusive in these cases, the Supreme Court at Madras is not in a condition to discuss the question. With regard to myself, an appeal has already been publicly made to my delicacy, and however devoid of interest in the question, it may be fit that that appeal should have some effect where two successive juries (one of them a special one) have differed from me in a matter within their province, and not so properly belonging to the jurisdiction of the judge to decide. With regard to Mr. Justice Sulivan, he stands disqualified from assisting me, by having professed himself a creditor, and as such interested in the subject and event of these prosecutions. Upon this principle he excused himself from taking his share of the laborious duty cast upon the Court by their institution. He has not, upon the same principle, abstained since from allowing to be discussed before him (sitting in term) subsequent to the avowal of this appeal, points decided by me in sessions to the best of my ability, necessarily without his assistance, he not attending.

But admit that new trials were granted, an important question arises; where would these indictments be to be new tried?—in the same town of Madras? where it may be assumed, and asserted with confidence, that the greatest reason exists for apprehending that at the present moment fair ones upon the subjects in question are not to be had. The Settlement, with reference to the commission for investigating these claims, is in that state in which, under similar circumstances in any town or county at home, any judge would stop a trial, convinced that the mind of the place was labouring under an influence unfitting it for judging; as was done within these few years by the late Lord Kenyon in the case of the King against Shipley, at Wrexham.

Upon the evidence thus transmitted to His Majesty, believing, as I do, the Defendants in these indictments respectively to be innocent of the offences charged against them, though convicted; the consequences involved in their issue, combined with the circumstances just stated, as precluding, to the best of my judgment, any adequate local remedy, have suggested it to me, as my only alternative, to submit their cases to His Majesty's gracious consideration, not as objects of his mercy, but as suitors for his justice; conceiving prosecutions to be the King's, and this in every stage of them; and that a greater evil can scarcely happen to society than that they should be suffered to become, by whatever means, the successful engines of wrong.

Accompanying this letter is a copy of a Note of the Evidence upon the first of the Indictments, as taken by myself at the trial. It was given (as will be seen) with much less arrangement than might have been expected, and was certainly of importance in a case so complicated—a circumstance owing probably, in a considerable degree, to the difficulty of getting the witnesses to attend on the days when they were wanted, added to the extraordinary length of the trial, which lasted sixteen days, it rendered unavoidable an interval between the closing of the evidence and the summoning of it up, which was protracted, first by my own indisposition, and ultimately by that of some of the jurors.

Proceedings of a similar kind with those thus reported, are multiplying; and so sensible am I of the unfitness of the time and place for the purpose, that single as I am in effect, I am not without an intention of declining to try any more, till I shall learn the pleasure of the King upon the present reference. But I have come as yet to no such determination.

The Defendants in both these Indictments remain at large, and will, I believe, so far as depends upon me, continue to do so, till the King's pleasure be known; but since adopting the measure of thus transmitting their cases to His Majesty,

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No. 1.

Sir T. A. Strange to the Right Honble. R. Dundas; 27 Feb. 1809.

(which I humbly trust he will approve,) I have directed their recognizances to be increased to double their former sum.

Requesting that they may be laid before His Majesty;

I have the honour to be, with great respect,
Sir, your most obedient humble servant,

Fort St. George, February 27th 1809. } (Signed) THOs ANDREW STRANGE.

P. S.—I have the honour to subjoin the following extract from His Majesty's Charter, constituting the Supreme Court of Judicature at Madras: "And it is "our further will and pleasure, that in all indictments, informations, and criminal "suits, and causes whatsoever, the said Supreme Court of Judicature at Madras "shall have the full and absolute power and authority to allow or deny the "appeal of the party pretending to be aggrieved; and also to award, order, and "regulate the terms upon which appeals shall be allowed, in such cases in which "the said Court may think fit to allow such Appeal."

APPENDIX

to the foregoing

Letter from Sir *Thomas Andrew Strange*, Knight;

VIZ.

(A.) - - - - The King, on the Prosecution of Avadanum Paupia Braminy, *versus* Reddy Row and Anunda Row - - EVIDENCE.

(B.) - - - - The King, on the Prosecution of Dº - - - - EXHIBITS.

(C.) - - - - The King, on the Prosecution of Dº - - - - NOTE.

Appendix (A.) Evidence.

The King, on the Prosecution of Avadanum Paupia Braminy, *versus* Reddy Row and Anunda Row.

APPENDIX to Letter from Sir T. A Strange. (A.) Evidence.

THE Indictment states, that the Defendants, intending to cheat and defraud Thomas Parry, Avadanum Paupia Braminy, William Abbott, and Richard Arthur Maitland, and others, private creditors of the Nabobs of the Carnatic, on the fifteenth day of July, in the forty-fifth year of the King, at Madras, did conspire to obtain into their hands and possession, or into the hands and possession of one of them, and from and out of the fund, under and by virtue of certain Articles of Agreement bearing date the tenth day of July, in the year one thousand eight hundred and five, between the Honourable United East India Company of the one part, and the several persons whose hands and seals should be thereto set and affixed, and who respectively were or claimed to be creditors of his Highness the Nabob Wallajah now deceased, and of his Highness the Nabob Omd ut ul Omrah deceased, and of his Highness the Ameer ul Omrah deceased, or of some or one of the said several Nabobs, and the said Ameer of the other part, (agreed to be set apart by the said United Company for the payment of all the just debts to private creditors remaining unsatisfied of the said several Nabobs, or some or one of them) a large sum of money, under a false colour and pretence of the said Nabob Omdut ul Omrah's having in his lifetime executed, with his byze and seal, a certain Bond or Agreement for the payment of money in the Persian language, bearing date the twenty-sixth day of July in the year one thousand seven hundred and ninety-eight, in favour of one Gopaul Row, reciting that the sum of thirty-eight thousand and five hundred star pagodas (the half of which was nineteen thousand two hundred and fifty star pagodas) on urgent occasion of him the said Omdut ul Omrah for payment of kist to the Company, had been received as a loan from the said Gopaul Row, to run upon interest; and that the above-mentioned sum, together with the interest at the rate of one pagoda per cent. per month, should be paid in the space of fourteen months, and that Bond be received back; and that the said Reddy Row, in pursuance of and according to the conspiracy so as aforesaid had and made between them the said Defendants, and under the direct colour

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

and pretence of said Gopaul Row having executed an assignment of, or otherwise assigned and conveyed the said Bond or Agreement for the payment of money in the Persian language to the said Reddy Row, afterwards, to wit, on the twentieth day of June in the year one thousand eight hundred and eight, did set and affix his hand and seal to the said Articles of Agreement between the said United Company and the said several persons whose hands and seals should be thereto set and affixed, and who respectively were or claimed to be creditors of the said Nabobs, or some or one of them; and that the said Reddy Row, in further pursuance of and according to the aforesaid conspiracy between them the said Defendants, and under the direct colour and pretence of the said Bond, and of the said assignment thereof as aforesaid, did prefer a claim, as a creditor of the said Nabob Omdut ul Omrah, before William Parker, Samuel Thomas Goad, and Henry Russell, Esquires, being Commissioners in India, acting in execution of the aforesaid Agreement between the said United Company and the said private creditors of the said Nabobs of the Carnatic; whereas in truth and in fact the said Nabob Omdut ul Omrah did not in his lifetime execute the said Bond or Agreement for the payment of money, in the Persian language, in favour of the said Gopaul Row, nor receive as a loan from the said Gopaul Row the said sum of thirty-eight thousand and five hundred star pagodas, or any other sum whatsoever, nor by any other Bond or Agreement in writing whatever engage to pay the said Gopaul Row the said sum of money, or any other sum of money whatever, and that the said Defendants well knew the same, to wit, at Madras aforesaid. And whereas in truth and in fact, at the time when the said Reddy Row so set and affixed his hand and seal to the said Agreement, and so preferred the said Claim before the said Commissioners in India, the said Nabob Omdut ul Omrah had not in his lifetime executed the said Bond or Agreement for the payment of money, or any other Bond or Agreement for the payment of money to the said Gopaul Row; and the said Reddy Row and Anunda Row well knew the same, to wit, at Madras aforesaid: By reason and means of which said conspiracy, so as aforesaid had and made between the said Defendants, the said Avadanum Paupia-Braminy, Thomas Parry, William Abbott, and Richard Arthur Maitland, and others, the said private creditors of the said Nabobs of the Carnatic, have undergone and suffered great risk and hazard, and great troubles of mind and body, to their great damage, to the evil example of all others in the like manner offending, and against the peace of our said Lord the King, his crown and dignity.

A second count in the Indictment states the Bond to have been forged by the Defendants, concluding the conspiracy to have been to the risk and hazard of the East India Company.

The Defendants, being arraigned, pleaded NOT GUILTY.

MR. MARSH having opened the Case on the part of the Prosecution, proceeded to call

Henry Russell;—who being sworn, stated himself to be one of the Commissioners for investigating the claims upon the late Nabobs. The defendant Reddy Row (he said) had preferred a claim on the Nabob Omdut ul Omrah for a sum due to him; it was made on a Bond purporting to have been executed in favour of Gopaul Row, for pagodas 38,500, dated the 11th Suffer 1213 Hegiree, corresponding to 26th July 1798, of which the following is a translation: "The sum of thirty-eight thousand and five hundred star pagodas (the half of which is nineteen thousand two hundred and fifty star pagodas) on account of the necessity of my own affairs, for the purpose of paying the Company's kists, has been received from Gopaul Row as a loan to run at interest; please God, the said sum, with interest at 1 pagoda per cent per mensem, shall be delivered in fourteen months time, and this Bond taken back."

Appendix (B.) No. 1.

1210.
Omdut ul Omrah
Ameer ul Hind Wallajah.

"The sum of star pagodas 38,500."

"Written the 11th Suffer 1213 Hegiree."

I know

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Enclosure.

I know (continued the Witness) of no other claim preferred by him for the same sum; the defendant Reddy Row stated the other defendant Anunda Row to be, and the latter professed to have been the drawer of it. He stated pagodas 35,000 to have been advanced by him to the Nabob Omdut ul Omrah, on account of Anwar Ali Cawn, Renter of Arcot; of this, he stated pagodas 31,000 to have been a sum in his charge belonging to his deceased brother Anunda Row; and the remaining pagodas 4,000, was stated by him to be a sum also in his hands belonging to Gopaul Row, the person named in the Bond as the payee. Of the aggregate of these two sums, he stated pagodas 19,300 to have been paid to the Nabob through Colonel Barrett, on the 30th of Ouny 1207, answering (I believe) to the 11th September 1797; the remainder, consisting of pagodas 15,700 to have been paid by him to Colonel Barrett, in the following proportions, on the following dates; videlicet,

25th July 1797	- - pagodas	3,300
26th D° - - - -	-	5,400
30th D° - - - -	-	2,000
26th August - - -	-	5,000
		15,700

The Defendants did not particularly specify when the Bond was made; myself and the other Commissioners, from the date of the Bond, and the various documents before us, were led to conclude that it was made about the time that it bears date. In general, the inference that we have been led to draw has been, that the dates of Bonds, and the dates of transactions that have given rise to them have been different. No accounts were produced before us by the Defendant in support of the claim. The defendant Reddy Row referred us in general to accounts, but I cannot particularize to which he referred. We ourselves afterwards found some. One was an account of the collections of the district of Arcot, bearing the seal of Anwar Ali Cawn, stated at that time to be in charge of the district. It bears a mark, purporting to be the swaad (answering to the signature) of Omdut ul Omrah; it respects the period from the 13th of July to the 8th September 1797. I first saw it a day or two after the investigation of the claim in question commenced; I think about the 12th of July last. We took it from the records of our office, as sent to us from the Durbar by the present Nabob: they were sent to us in about 39 large leathern chests. The account in question was taken out (I take for granted) in the way that has been adopted in all similar cases; I cannot particularly say who was present at the time. I do not think that any one has had access to these papers since they came into our possession, except in the presence of ourselves, or of a confidential Moonshee brought by two of us from Bengal. Who might have had access to them before, I cannot say. The defendant Reddy Row has attended constantly at our office; having been a person formerly employed a good deal about the Durbar, we have been in the habit of resorting to him on various occasions for information. I know him to have some acquaintance with the Persian; he cannot write it perhaps, but he can read it, and is sufficiently acquainted with it for all purposes of business. The account in question has several erasures in it; there is one at the bottom: they are made in three of the sums composing pagodas 92,265. 8 annas and $\frac{1}{2}$ and $\frac{1}{8}$ the aggregate amount of the entry. First, the sum total is stated (pagodas 92,265 odd)—there is no erasure upon this; then it states that pagodas 50,000 had been paid—on this there is no erasure; then it states the balance of these two sums, being pagodas 42,265—there is an erasure there; then it states that of that balance (pagodas 42,265) pagodas 35,000 belongs to Gopaul Row. Upon this entry there is an erasure; the entry also of the remainder (pagodas 7,265. 8 annas & $\frac{1}{2}$ & $\frac{1}{8}$) stated to be due to Jevana Naic, has an erasure. The account appears (as nearly as I can judge) to be all in the same hand-writing. It is one account, consisting of four sheets, purporting to be rather an estimate of an account than the account itself of Ali Cawn's collections. I cannot say whether it is connected with any other.

Appendix (B.) No. 13.

Beside this account, we found among the same Durbar accounts another paper bearing the swaad of the Nabob, purporting to be an account current of the sum of pagodas 35,000 advanced in the name of Gopaul Row, for the balance

Appendix (B.) No. 4.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

of which the Bond in question was granted: it has no professed date, but interest appears calculated to the 25th July 1798, the day preceding the date of the Bond. The balance is struck at pagodas 38,500. Before the balance is struck, the sum of pagodas 35,000 is stated as the sum advanced; then interest is calculated for 10 months and 25 days, amounting to pagodas 3,791. 8 annas; then a payment is stated to have been made on account of Anwar Ali Cawn, of pagodas 291. 8 annas, leaving a balance of pagodas 38,500.

We have not been able to trace the entry of that sum of pagodas 291, 8 annas, in any other account belonging to the Durbar.

The account I have been speaking of, appears to be an account current, a memorandum made to shew the amount due on a certain day upon a particular sum advanced.

I don't recollect exactly when these accounts were examined, but I think the memorandum I have last spoken of, was found by us previously to the objections made to the claim of Reddy Row. I was occasionally absent at the time from illness, and cannot undertake to say positively whether an objection might not have been previously made.

On cross-examination, Mr. *Russell* said,

The Commissioners are acquainted with the Persian language, and we have made ourselves conversant with the mode of keeping accounts at the Durbar. We began our labours by arranging the Dustgurdan Dufter. The others were too extensive to admit of our arranging them. So far as has been possible, we have enabled ourselves to distinguish between the originals and the copies of the dufters—dufter means a register. They were sent to us through Mr. Battley, and we received them all under lock and seal. I understood that they had been kept with considerable caution. I think it was in April that we received them; at the time that we received them, the defendant Reddy Row, Tremul Row, and Koob Chund, were sent to us by the Nabob, as confidential officers about the Durbar, and whose services as such would be at our command.

The claim of Reddy Row was upon paper. There is no date to it as a statement. He afterwards made a deposition on the subject, dated the 11th July 1798. In consequence of the facts deposed to by him, we instituted an enquiry. The advance appeared to have originated in the failure of a particular kist.

Qr 1808.

The papers to which I have been examined are but a small part of those which we found connected with the claim in question. The first erasure in the account, purporting to be Anwar Ali Cawn's, is in the balance of the two preceding sums. That balance is pagodas 42,265. The first erasure is upon that sum. That balance is stated to belong to the two different persons, Gopaul Row, and Jevana Naic. There are erasures upon these two sums. Jevana Naic has preferred a claim for the sum credited to him, with the exception of the annas. If the balance of pagodas 42,265 was mistaken, the mistake would extend to the two ulterior sums composing it.

There are several other mistakes or erasures in this account not at all connected with the claim in question.

We found in the Dufters, besides the papers I have mentioned as connected with the present claim, a paper, (N° 2.) called a Savaal, being a statement submitted to the Nabob, with a request to know his pleasure upon it. The Savaal to which I refer, professes to be a statement of the circumstances of Gopaul Row's transaction, upon which the Bond in question was granted. It is addressed by Colonel Barrett, who being the Secretary to the Nabab, it was his duty to make representations of this nature.

Appendix (B.) No. 3.

The Savaal refers to an Enayatnama, which was produced to us.

N° 4. was also found in the Dufter. It purports to be a list from Mr. Latour's house, of certain sums paid to them. It agrees with the statement in Reddy Row's claim. N° 7. is a copy or draft of the Bond in question. I don't know in whose hand it is.

Ibid. No. 6.

N° 8. also found in the Dufter, is a copy of the Bond granted to Jevana Naic.

N° 22. purports to be a list of 86 papers relating to the pecuniary transactions of the Nabob, as conducted by the defendant Reddy Row. It is in the handwriting of a man that is dead. One relates to the particular transaction of Gopaul Row, in which six papers are enumerated. The Savaal just referred to, is the first; the second is a letter of assurance; the third is the memorandum

Ibid. No. 7.

or

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence. Appendix (B.) No. 14.

or account for the balance of which the Bond in question was given; the fourth is the Bond to Jevena Naic; the fifth is the Bond in question; the sixth is the list of Mr. Latour's receipts.

During the investigation of the claim in question, an objection was made by Mr. Light, on the part of Avadanum Paupia, that defendant Anunda Row was not at Madras when the Bond bears date. We in consequence searched in the Dufters for the time of his service at the Durbar.

N° 11. was found, recommending defendant Anunda Row. The entry of it in the Dufter, is dated June 1797. There is an endorsement of the receipt of it on the 20th June 1797, and of an order that he should attend, to be introduced. It purports to be signed by Roy Anunda Row deceased, brother of defendant Reddy Row.

N° 12. purports to be a grant to him from the Nabob, of an encreased salary of pagodas 15 a month from 2d September 1799. Ibid. No. 17.

N° 14. is a copy of an order addressed to one Roy Anunda Row, farmer at Vellore, for the payment of pagodas 200 to Anunda Row, a servant of the Circar, attached to Colonel Barrett, dated 22d December 1800.

N° 13. is an application to the Nabob, dated 24th May 1801, for the grant of a Tunka to Anunda Row, for the balance of his wages. Ibid. No 18.

N° 17. comprehending four papers, purporting to be four receipts of Anunda Row's, bearing the Nabob's mark for payments on account of salary, all dated in 1798; one of them is dated the 23d of July 1798, three days before the date of the Bond in question. Ibid. No. 16.

N° 20. comprehends three lists of payments made to servants of the Nabob, in which Anunda Row's wages are entered, for the Fusile years 1207 and 1208, and the Hegera year 1213, corresponding to about 1797 and 1798.

There are some other papers not connected with the matter in question, having Anunda Row's hand upon it.

N° 18. is one of this description; the body of it bears the year 1798. It is endorsed by Anunda Row.

N° 19. is another paper upon some other subject, endorsed by Anunda Row, as upon the 20th July 1798, six days before the date of the Bond in question. It purports to be an account of the revenues of one of the Provinces of the preceding year, and is dated the 7th day of the new year, corresponding with the 20th of July 1798.

N° 21. purports to be a statement of money borrowed through Tremul Row, in the hand-writing of Anunda Row.

N° 5. is a representation from defendant Reddy Row to the Nabob, stating that Colonel Barrett had instructed him, by order of the Nabob, to borrow money from Sowcars on account of the revenue; it bears a date corresponding with the 22d of October 1800.

N° 9. is a proposal to the Nabob, that all Bonds, and other papers connected with them, should be granted through Colonel Barrett. At the top is an order in the Nabob's hand, that, in every transaction, Colonel Barrett should be absolute, or do what he thought proper. It is dated the 10th of October 1797. There is an endorsement upon it in the hand-writing of the defendant Anunda Row in that year. Ibid. No. 5.

The Cajana Dufter, or accounts in the Treasury department, have been found defective. The accounts for the month corresponding with the time of the Bond in question, are entirely wanting; there are others also wanting; neither have we found the papers from Mr. Latour's house, of which the list has been produced.

N° 16. is in the hand-writing of Koob Chund. It is addressed by Colonel Barrett to the Nabob, and proposes that, for the sake of regularity, all sums taken up should be entered in the Cajana department. There is an endorsement upon it in the Nabob's hand, approving the suggestion, but stating, that if he were to adopt it, he should be exposed to great inconvenience from the clamour of his creditors.

It was objected before the Commissioners to the claim in question, that it did not appear in the Cajana Dufter; in consequence of which we examined that Dufter. We finally found there the paper N° 16.

Mr. Russell stated, that objections having been made to the claim on the part of Paupia Braminy, there had been an investigation of it by the Commissioners, the result of which, so far as their opinion went, had been in its favour.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

[Re-examined.]

We know nothing further of the papers about which I have been examined, but that we found them in the Dufters. How they got there could only be known by an examination at the Durbar.

We did not at first suspect a conspiracy on the part of those objecting to the claim—we only suspected perjury. Upon our representation to Government, a reference was made to its law officers, with a view to a prosecution.

William Abbott.

I attended the Commissioners, when an objection was taken to the claim made upon the Bond in question. I had been in the habit of collecting an account of such Nabob's Bonds in circulation as I had reason to believe were bad. I made a list of these about June or July, just preceding the commencement of the investigation. I sent it to the Commissioners, with a letter, with a view of putting them upon their guard against them, considering them as spurious. I think they amounted to the sum of one crore sixty lacs of pagodas principal. Some days after I received a note from Mr. Goad, requesting me to call at the office on my way to the fort. I attended accordingly, when I was told that they wished to examine me on the list I had sent. I was sworn. Being asked, from whence I derived my information with regard to the Bonds referred to in it, and what it was?—I told them, that I had been informed by an intelligent native, acquainted with the Durbar transactions in general, that the most part of them were not genuine; that they could not be traced to any transactions in the Durbar books, and that some of them had even been discharged. Being asked the name of my informant, I declined stating it, saying that I deemed that immaterial, provided the information was correct, which it was for them to ascertain. They insisted upon my giving it up. I said, I had not come prepared to be examined, and that I was not prepared to give up the name. I said he was a poor native, and that as many were concerned in those bonds, he might make himself enemies; and that I did not know whether he would wish me to mention his name. I asked them, whether they would eventually protect him, if I did name him? they said, No, not beyond their office; that there he would be safe, and that if out of it he received any injury, the law was open to him. Upon this, I refused to give up his name, and the examination here stopped. Some days after, I received a regular summons to attend, to be examined upon the Bond in question, which happened to be one of those in my list. I attended. Being sworn, I was first asked, who had given me the information regarding the Bonds mentioned in my list? I replied, that I had come to be examined (as I understood) on a particular Bond; and that if I did not give them satisfactory information on the subject, I would tell the man's name, having obtained his permission to mention it. They acquiescing, asked me what information I could give? I told them, as I had formerly done, that I believed the transaction in question would not appear on the Durbar books, which they had the means themselves of ascertaining, offering at the same time to examine them, through Tremul Row, their head Sheristadar, who was present. Tremul Row was accordingly called and sworn. On learning the nature of the claim, I said it was a cash transaction at Madras, and therefore easily susceptible of proof. It was stated to have been a sum of pagodas 35,000, paid into the treasury of the Nabob at Madras. Knowing that all cash transactions were checked by the Sheristadar, I called upon him to say in what department the account was kept of any payments made into the treasury here. He said, in the Kazana department invariably. There was some question about it, but at length the Commissioners appeared satisfied that it was invariably so.

I have been acquainted with the mode of keeping accounts in the Durbar. No people are more correct in keeping them, when money was paid into the treasury of the Durbar.

[Here the Witness being asked, if he was speaking from his own knowledge, and it appearing that he had no knowledge of the course of the Durbar, except as he had been informed concerning it by others, his further examination was not persisted in on the part of the crown.]

*Madd*ee

No. 1.

APPENDIX to Letter from Sir T. A Strange. (A.) Evidence.

Maddee-putty Tremul Row.

I was formerly Sheristadar in the service of the late Nabob, for three different districts. I was examined on the subject of the claims in question before the Commissioners.

I was Sheristadar to the late Nabob in 1797 and 1798. If money was borrowed and received, it was entered in the Cajana accounts, and if it was received from the collections, it would be described as such in the entry. It would be entered in the Dewanee Dufter and Kazana Dufter. In both cases it was entered in the Kazana Dufter. It was the business of the Mutaseddies to make the entries, under my superintendence. The Mutaseddies kept the accounts, and used to submit them to my examination. This was generally done at the close of every month, or every two months. They were kept with great regularity, and comprehended (of course) small as well as large sums. The sum for which the claim in question was made, ought regularly to appear in those accounts, but it does not appear there. If, upon the settlement of an account, a part is paid back, it should appear. On searching, I did not find the account relating to the sum in question. There is a Dufter called Dust-carr-dun; the items composing it relate to money borrowed of different persons. The word signifies borrowing money. It does not (to my knowledge) contain any other entries. Where money was paid to any body, it was entered in the Kazana account. Money borrowed would be sometimes entered both in the Dust-carr-dun and in the Kazana Dufter. Sometimes there would be no entry of it in either of these accounts; it depended upon the circumstance being mentioned by the Nabob; if he mentioned a sum having been borrowed, it was immediately entered, otherwise not. When money was borrowed, it depended on the pleasure of the Nabob to what officer it should be entrusted; sometimes he would keep it in his own charge, sometimes he would order it to be paid to particular persons; sometimes it would be delivered into the custody of the treasurer. If it was paid into the treasury, the entry would be made by the person having the charge of it. I have known the Nabob receiving money, and keeping it in his own charge, but I cannot specify any particular instances. The Nabob Omdut ul Omrah used sometimes to keep money in his own charge. The general course was to enter what was borrowed. The Dust-carr-dun Dufter was made up of sums borrowed, and carried to the treasury. I did not belong to that department. Whenever the account was brought to me, I used to peruse it. I was Sheristadar for Tinnavelly, Madura, and Trichinopoly districts, not that of Arcot. Sometimes a year would pass without its being brought to me; sometimes a year and a half; sometimes, according to the urgency of circumstances, they would be brought oftener. To the best of my recollection, I have been two years without seeing it.

The account produced to me was made out in the life of the Omdut ul Omrah; I did not see it made out, but I was present at a conversation in the life of the Omdut between Col. Barrett and Defendant Reddy Row, on the subject of borrowing money; it was while Col. Barrett was Dewan; it might be about three or four years previous to the death of the Nabob. As Reddy Row was Peshcar, he might have written this account without my knowing of it.

If the Nabob thought proper not to mention a particular sum borrowed, there would be no entry of it: If afterwards he gave a bond for it, then there would be an entry of it in the Dust-carr-dun Dufter. It would be entered upon his declaring that such sum had been borrowed, and that a Bond was to be given for it; he would mention it to the Dewan, the Dewan to the Peshcar, and the Peshcar to the officers of the Dust-carr-dun Dufter. The Bond being executed, it would be entered in the Kazana Account. The entry in the Dust-carr-dun Dufter would be, that a Bond had been given; the Kazana would contain an account of the particulars of the transaction.

I don't recollect having seen the account produced, till I saw it in the office of the Commissioners.

I don't know who were the Mootaseddies belonging to the department in which the account produced was kept.

When an entry was to be made of money declared by the Nabob to have been borrowed by him, it was the business of the Cajanadar to make it. One Appoo Row was the Cajanadar during the time of the Omdut. When a Bond was to be given, it was in general drawn by the officers of the Dust-carr-dun Dufter,

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

but it was not invariably so. If the business required dispatch, the Nabob would employ any other officer to draw it. The officers of the Dust-carr-dun in the time of the Omdut, were Soondara Row and Runga Row: they were not under me, but I am acquainted with their hand-writing. The Bond in question is not in the hand-writing of either of them. There is nothing particular in the form in which the Bond is drawn. I have seen other Bonds in which the same expressions have occurred. I cannot specify any particular one. I have seen none lately, because there has been no borrowing of money for these eight years past. It is impossible that I should have charged my memory with the name of the particular Bond in which such an expression has occurred. The seal in general was fixed at the top; but it depended on the pleasure of the Nabob: he might fix it upon any part of the paper that he pleased, but I cannot answer to particular instances.

I cannot particularize any instance in which the Nabob kept money borrowed in his own charge, without any entry having been made of it. In general there was an entry made of all such sums in the account.

When accounts were sent from Arcot, they were subject to the examination of Chinna Reddy Row, the Sheristadar of Arcot, and of the defendant Reddy Row, who was the head Sheristadar over all the districts. There is a connection between them. The daughter of the Defendant is married to the son of the other Reddy Row.

I have known the defendant Reddy Row from the time of the Nabob Wallajah.

I recollect him and Roy Anunda Row his elder brother being confined at Chundragherry near Chittoor, by Wallajah, about two or three years previous to his death. They continued confined till some time after his death, and were released by the Omdut, his successor. I remember their coming down to Madras after their release; it was in the second year after the death of Wallajah; it was about the end of 1796, or the beginning of 1797. As soon as they arrived, the Defendant used to go and visit the Nabob; and in about two months he was reinstated in the service of the Durbar as head Sheristadar; and when Col. Barrett became Dewan, he was appointed Peshcar. In strictness, Roy Anunda Row, the elder brother, was the Sheristadar, and so continued during his life; but the business was managed by the defendant Reddy Row. I remember Roy Anunda Row going to Tinnivelly about 11 years ago, about three or four years previous to the death of the Omdut. I do not recollect in what year Roy Anunda Row died; he continued Sheristadar till his death. I have known the other Defendant for some years; he acted under the command of Col. Barrett while Col. B. was Dewan to the Nabob. It was generally understood that there was no difference in point of authority between the Nabob and Col. Barrett. Col. B. had entrusted to him the administration of affairs. Anunda Row, the defendant, was in the capacity of Moonshee to Col. Barrett. I do not recollect exactly when he first entered upon that situation; I think it might be about eleven years ago. I remember Col B. getting his Jaghire. I recollect the Defendant acting under Col. Barrett before the Colonel got his Jaghire. I and many others were under the orders of Col. Barrett, as well as the defendant Anunda Row.

I never saw any Cajana account in which the sum in question was entered. The account for one month was lost; it was the account for the month Rubbalavel in the Hegiree year 1202. It was the same month in which the pagodas 35,000 is supposed to have been advanced. I never saw that account. It was missing when the examination took place in the office of the Commissioners. When it was first missed, I do not know. The accounts in the possession of the Commissioners came from the Durbar. While they were at the Durbar, they were respectively, according to the nature of them, in the charge and subject to the arrangement of particular officers. The Cajana accounts were arranged by the officers attached to that department. I believe there are other Cajana accounts missing, for other months; I cannot specify the particular months. I cannot therefore say whether the Cajana accounts for the following year, are or are not complete. On examination of the accounts, I did not find any entry of the making up of the account, and striking the balance, and giving the Bond in question, in the Cajana account for that year. The course of entry payments in the Cajana account has subsisted constantly. Sometimes, however, as I said before, a particular payment would be omitted to be entered.

[Cross-

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

[Cross-Examined.]

During the time of Omdut ul Omrah there were irregularities in the keeping of the accounts. I know nothing (of my own knowledge) of a proposal by Colonel Barrett to the Nabob for keeping them more regularly; I recollect a representation in writing by Colonel Barrett on the subject; but what answer the Nabob returned, I cannot say.

I cannot tell how the Cajana account that has been inquired about comes to have been missing. The accounts were kept very irregularly during the late Nabob's time: they were moved from place to place.

I recollect Sooba Row, Vencatta Row, and Vencatanarasoo being seized and brought to the present Nabob, for having removed some papers belonging to the Cajana Department. They confessed the fact, and gave in their confession in writing. The accounts for one or two months that had been missing were recovered at the time of their confession; there was some alteration in them when they were recovered; a bond or two had been inserted.

I have had frequent occasion to remark instances of bonds and transactions not entered in the Cajana accounts; some instances in which the claims have been admitted by the Commissioners. The accounts of the Aumil of Tinnevelly searched for relative to Dr. Dott's claim are missing for the whole of that year. In some instances the transaction would be found in one account; in others, in another.

When money was lent directly to the Nabob, and paid into the Treasury on his account, it was first entered in the Cajana account; when it was received on account of the Talooks, the entry in the first instance was in the Dewanny account.

The paper produced to me purports to be an account of money borrowed by Anwer Ali Cawn, of Gopaul Row.

A payment into the Treasury of a sum on account of a collection is a revenue payment, and as such should be entered in the Dewannee. If money was borrowed on account of the collections it would be also entered in the Dewannee Dufter, and for regularity it should be entered in the Cajana account.

The account in the paper produced appears to have been settled at pagodas 38,791, then pagodas 291 is deducted, leaving pagodas 38,500. The pagodas 291 appear to have been paid by the Aumildar of Arcot to Gopaul Row, and such a payment would not be entered in the Cajana account.

Seuwasa Row (since dead) was in his life Sheristadar of the Ongole and other Districts. I had served with him for many years; he has been dead about 10 or 11 years. I was well acquainted with his hand-writing. The paper N° 3 appears indorsed by him; the indorsement purports to say "I understand it." There is a similar indorsement upon N° 2. Appendix (B.) No. 4. No. 3.

N° 2, and N° 3, (referred to in N° 2,) read from translation, produced by the Commissioners.

The indorsements on the papers N° 2, and N° 3, are in pursuance of a particular order given some time previous to the succession of the late Nabob.

It was of course for me to see the entries in all the accounts relative to the Districts over which I was Sheristadar. But it was not my business to see any of the Dufters relative to Arcot, with which I had nothing to do. I had occasion sometimes to examine the Dush-carr-dan Dufter.

There are many Moonshees belonging to the Durbar. It is as much a situation at the Durbar as any other. The Defendant Anunda Row was employed in writing letters; but what they related to I cannot tell, he did not sit where I did. I used to see him generally with Colonel Barrett.

I am acquainted with the hand writing of Roy Anunda Row, the brother of the Defendant Reddy Row. Proves N° 9 to be in his hand-writing, purporting to be an authority given to Colonel Barrett about 11 or 12 years ago, to make out bonds, and that the Moonshees and other servants should be under his directions. I cannot speak to the hand-writing of the indorsement. Ibid. No. 5.

N°. 11.—The body of it is written by Narrain Row; the signature to it is in the hand-writing of Roy Anunda Row; he died about a year before the late Nabob. It purports to be an appointment of defendant Anunda Row to be a Moonshee; it represents the necessity of an able Moonshee being appointed, and Ibid. No. 14.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence. Appendix (B.) No. 13. No. 7.

recommends Anunda Row the defendant, at 40 rupees per month.* The Nabob's Swaad appears to it; the date is the 24 of Jil hage in the Hegiree year 1211, corresponding with the 20th of June 1797; it is about that time that I recollect him with Colonel Barrett.

I remember Vencata Row a Sheristadar Gomustah in the Dewanee Dufter. He is dead. I am acquainted with his hand-writing; the indorsement, N° 1, is his hand-writing.

N° 22 is also in the hand-writing of Vencata Row.

I recollect a conversation between Colonel Barrett and the defendant Reddy Row, relative to money borrowed by the defendant on account of the Sircar from the Soucars. The servants of the Durbar were in the habit of advancing money for its use, and in such cases the course was to pretend that it had been borrowed of a Soucar. I myself once made an advance of the kind, for which I took a bond in another's name; it gave an opportunity of obtaining payment, by alleging that the Soucar was importunate; there were other reasons besides for it. The advance that I made was entered in the accounts of the Nellore district. The paper produced is the account of it, in my own hand; so is another paper produced to me; they are both of my hand-writing.

Buckshee Anunda Row.

My father was employed in the time of the late Nabob to pay the salaries of persons of high rank employed at the Durbar. I assisted him. My father's business was to make out an account of the sums due; they were paid by others. The account is in the Dufter, in charge of the Commissioners; it included, beside persons of high rank, some of the Mootaseddies and Moonshees. It did not comprehend them all. The defendant Anunda Row was never in our account. There was another Buckshee of the name of Banagee Row, who made out the account for other Moonshees, and Mootaseddies, at the same time. I know of no other that was employed in the same service. I cannot tell who were comprehended in Banagee's account. I have no recollection of the defendant Anunda Row having been in the service of the late Nabob. I have no knowledge of him as connected with his service.

[Cross-examined.]

There were lists made out after the accession of the present Nabob for the payment of the different servants of the Durbar, by directions of a committee appointed for the purpose. Proves signature of Banagee Row to a paper made out in favour of defendant Anunda Row, at a salary of 15 pagodas. It purports to be an account of his having been in the Nabob's service the 2d September 1799, and having received pagodas 50, and then it states a balance of pagodas due up to 2d July 1801, at pagodas 15 a month.

There was a general list made out at the time of all the servants to whom money was then due. It is signed by all the Buckshees, including myself. The defendant Anunda Row's name appears in the 2d page.

[Re-examined.]

My signature refers to my own department only; the defendant's name appears in a different one.

Ballagee Row,

Assistant under Bannagee Row, one of the Buckshees of the late Nabob. We were employed in keeping an account of salaries and wages of persons employed in the Durbar; I cannot take upon myself to say where these accounts are now; I was in this employ for ten years. From the nature of my situation I was acquainted with the persons so employed at the time. I have no recollection of Anunda Row, or that he was ever in the list of my department. The Mootaseddies and Moonshees were included in another department. I have seen the defendant Anunda Row at the Durbar in the life of the Omdut, about two years previous to the death of the Omdut. I understood him to be in the service of Colonel Barrett. I cannot positively say that he was not in the service of the late Omdut. I was Gomustah only, and therefore he might have been in the service without my knowledge.

Roy

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

Roy Anunda Row.

I was employed in the late Omdut's time, in making a list of persons entering into the Nabob's service, and in taking security for their good conduct. They were all required to find security. They used to sign a paper for the purpose in my presence. I was so employed from the time of Wallajah to the death of the Omdut. I never saw the defendant Anunda Row at the Durbar in all my time; if he had really been in the service, I must have taken a security for him.

Tappall Chitty.

I was in the service of the late Colonel Barrett as Dubash. I entered in it about 15 or 16 years before his death. I recollect the defendant Anunda Row coming into his service; it was about eleven months or a year before the death of the Omdut. I was in the habit of going to the Durbar about once a fortnight. I never in all my time, to my knowledge, saw the defendant Anunda Row at the Durbar till after the grant of the Jagheer to Colonel Barrett, which was about a year before the Omdut's death, when he entered into Colonel Barrett's service. Colonel Barrett's servants were sometimes paid by the Colonel himself, sometimes by his wife, sometimes by me. I occasionally paid the Defendant his wages; they were ten pagodas.

Mooto Naidoo.

I was orderly Jemidar under Colonel Barrett. I remember the defendant Anunda Row first coming into his service; it was about a year previous to the death of the Omdut. I never saw him before. I used to go to the Durbar with Colonel Barrett as often as he went there; he went there every day. I had been in his service from before the death of Wallajah, and continued in it till my master's death. In all my time I never saw the Defendant in the service of the Durbar; if he had been in it, it must have come to my knowledge. He was Moonshee to my master.

Roy Narrain Row.

I keep accounts in the service of Hoossain ul Mulk, brother to the late Nabob. I remember my master renter of Arcot, he succeeded Anwar Ali Cawn, who had continued Renter only one month and twenty-eight days, when my master succeeded. After my master became Renter, one Syed Moorteen Huffain Cawn was sent up as Amildar to manage the district. I had occasion to see the account of Anwar Ally Cawn; I perused it by direction of my master, at my master's house. I was head Accountant at the time. Some people being in arrear sometime after, and coming to my master for payments, I again had occasion to see it; this might be about four months ago. After examining it, I put it among some other accounts, and gave it in charge to my master. Upon seeking for it again afterwards, I could not find it; there are copies of it in the hands of Mada Row, Sheristadar of Arcot. On opening the bundle in which it had been kept, I missed the one in question. A transcript accompanied it when it arrived from Arcot; I don't know who made it.

Tala, Balle Cawn,

A house-servant in the employ of Hussain ul Mulk. I was sent with an account by my master, about three months or upwards ago, to the defendant Reddy Row; I don't know for what purpose it was sent; I could not say I should know it if I was to see it again. It was folded up; it consisted of several (five and twenty) sheets. I observed that there was no seal upon it.

[Cross-examined.]

I recollect being at Mr. Anstruther's chambers. I stated there, that I had carried the account in company with Syed Akeen. A man of the name of Lala interpreted.

Conda Row.

In the time of Omdut ul Omrah, I was Vakeel to three different persons at the same time; to Roya Rama Sheeshagerry, Collector of Areyaloor and Wodiah Pollium, near Tanjore; to Poona Samy, the Polygar of those places; and to

No. 1.

APPENDIX to Letter from Sir. T. A. Strange, (A.) Evidence.

Madown Putty Sheeshagerry Row, Renter of Nellore district. My business as their Vakeel, was to attend at the Durbar, and to pay their kists into the treasury upon receiving them. I continued to be their Vakeel till the death of the late Nabob. My attendance at the Durbar was constant; during all my attendance I never saw the defendant Anunda Row at the Durbar. I saw him occasionally with Colonel Barrett; the first time was subsequent to Colonel Barrett's obtaining a grant of the Jaghire; that was about 11 or 12 months before the death of the Omdut. His service under Colonel Barrett, consisted in writing letters concerning the affairs, and to keep the accounts of the Jaghire. If he had been in the service of the Durbar, I must have known it.

[Cross-examined.]

I am at present out of employ. After the death of the Omdut I entered into the service of Mr. Garrow, when he was appointed Collector of the Arcot province; since that I have been out of employ. I am, in conjuction with Venaigum Moody, bail for Arnachilla and Beema Row.

Cooshy Lal.

I was in the service of the Omdut ul Omrah, as Moonshee, during the whole of the time that he was on the Musnud. As such, I was constantly at the Durbur. I never saw the Defendant Anunda Row there. I saw him once only when I had occasion to go to Colonel Barrett. It might be about six or seven months before the death of the Omdut. If he had been in the service of the Durbar I must have known it.

[Cross-examined.]

I did not know all the servants.

Syed Hussain Oady Cawn,

At present Vakeel in the Zillah Court at Verdachellum. I was, during the time of the Omdut, manager of the Talook of Chellumbarum. I went therein person to take charge of it. It was about the beginning of the Fusselee year 1207, corresponding with July 1797. I had been appointed Amildar, about seven or eight months before the death of Wallajah. I was dismissed by the Omdut about six or seven months after he came to the Musnud. I was re-appointed about the beginning of 1207, corresponding with July 1797. I was at Chellumbarum when I received the re-appointment. I was then on account of the Talook of Booanageree, in the neighbourhood of Chellumbarum, of which I had also the management. I continued there about a year, a month more or less. I saw the defendant Anunda Row there in the course of that year. My residence was at Bovanagery, but I often went to Chellumbarum, when I used to see the defendant. I used to remain at my lodging. When I had occasion to send for my servants, they came to me, the defendant Anunda Row accompanying them. He was not properly one of the Cutcheree servants, but used to accompany Vetal Row and Sham Row, who were Persian accountants. I cannot take upon myself to say how often I might have seen him there. It was toward the beginning of the year that I saw him. I might continue to see him for upwards of six months.

[Cross-examined.]

Chellumbarum is about five or six days distance from Madras. I had been in about a year or a little more when I was dismissed by the Omdut. I lost both Bovanageree and Chellumbarum at the same time, and was restored at the same time to both. I cannot state the length of time that I was out of employ. Syed Moorteza Hussain Cawn was renter of Arcot when I was re-appointed. I had not the immediate appointment from the Nabob. The appointment was given to Keza Hussain Cawn; he being a minor, I was named by his father to manage for him. I had before that been myself Amildar. I don't recollect Defendant, Anunda Row, having been there in 1205, when I was myself Amildar. Vetal Row had continued in the Cutcheree from 1205 to 1207.

Conary Row.

I am in no employ at present. I went from Arcot to Chellumbarum, to make a survey of the districts, in the month of Margery 1207. Hussain ul Mulk Bahadur was Renter of Arcot at the time. Paupiah had lent him money, and I was

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

was sent by him as Tassildar to collect from those districts what was due to him. This took me to Chellumbarum, at the Cutcheree of which I saw Anunda Row. He came there with the last witness. I was only there two days. I saw him there both days. I saw him afterwards at Manargoody, about 12 miles from Chellumbarum, in the month of Poratagee 1209. It was during the Dassara feast. I had occasion at the time to dismiss almost the whole of the servants of the district. The defendant, Anunda Row, was dismissed among others, but I retained charge of him, that he might be answerable for the accounts of the year. I examined his accounts from Fussilee 1208, to the Pooratacee 1209. They were in his hand-writing, and signed by him as Majoomdar of the district.

From these accounts the witness selected two, one marked letter A. for December 1798; the other letter B. for January 1799; both (as he said) in Defendants hand-writing, but not under his signature. He selected another, marked letter C. (consisting of eight sheets, all (as he said) in Defendant's hand, relative to Enaum lands for the same year, (the 8th Fusselee). He selected a fourth, consisting of three sheets, also stated to be in Anunda's hand, and signed by him for the same year, purporting to relate to receipts and disbursements of the district. He selected another, consisting of four, purporting to concern disbursements for other business. They all related (he said) to Manargoody.

He then proceeded.

I was at Chellumbarum when he quitted Manargoody. He came to me, and took his leave. It was in the beginning of Vyasa 9th Fusilee. He wrote to me soon after his arrival at Madras. The letter is in the Maratta language, dated from Triplicane, 23d Vyasa; I received it four or five days after. There is no year to it; it is not customary to add the year, but it was in 9th Fuselee.

The letter was put in.

[Cross-examined.]

I was subpœnaed here from Chellembarum. I first knew Defendant Anunda Row when I went there in 1207. I saw him the second time at Manargoody in 1209, when I dismissed him. I became acquainted with his hand-writing from having received many letters from him in that interval. The accounts I have produced relate to the District. Vencata Row was the Amildar at the time, and as such answerable, and it is accordingly customary for the accounts to be under his seal. But the papers produced by me do not require that solemnity; they were selected, as having reference only to the money lent by Paupiah. The regular accounts, under the signature of the Majoomdar, and the seal of the Amildar remain with the Circar. Paupiah was considered as the Circar, the Districts having been committed to his management. The whole accounts were accordingly at one time in the hands of Paupiah, and continued there till the countries passed under the Government of the Company. The papers I have produced were extracts only, and papers that concerned the private interest of Paupiah. I brought them here by his direction, when I was subpœnaed as a Witness. Some of them were selected by me for the purpose of evidence here at Madras.

Defendant having been in the situation of Majoomdar, I detained him, that he might be responsible to his successor. Vencata Row, as Amildar, had a responsibility, but Anunda Row's was different.

The letter that has been given in evidence was brought to me by a private hand, not by Tappall. We were upon very good terms at the time.

Anunda Row was succeeded by one Bavanee Shuncara Row. Vencata Row commenced Amildar in Margery 8th Fuselee, and continued till Sept. 9th Fuselee.

When Paupiah had charge given him of the Districts Ramasawmy Bramin, his brother, went to take possession of them for him. Afterwards Vencata Row was appointed Amildar of Manargoody, and Bavanee Shuncara Row of Chellembarum, and Bonagovee Vencata Row was Amildar for nine months, when he was succeeded by Bavanee Shuncara Row, who got the three Districts, and held them about two years.

From the time of his being dismissed (which was in October 1799) till May 1800, when he came to Madras, he continued in the Districts rendering his Accounts. Bavanee Shuncara Row was Amildar when he was dismissed. He succeeded to Manargoody the day after the Defendant was dismissed. During all the Defendant's time Vencata Row was Amildar. Bavannee Shuncara Row continued Amildar of Manargoody long after Defendant Anunda Row left it, and came to

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

Madras. Visvasoo Vencataramiah never was Amildar of Manargoody during the time in question. He came there as Tasseldar to expedite the Amildars in their collection. Appoo Row was never Amildar; at least I did not know him as such; he might have gone with Ramasawmy when he went to make collections. Vetal Row might also have been sent on business by Ramasawmy; but he was never Amildar. Visvasoo Vencataramiah was Tasseldar in 1209, 1210: Visvasoo Vencataramiah accompanied Paupiah to Madras, and was appointed some time after by him Tassildar of Manargoody. He was Tassildar for one month during the time that Anunda Row was in employ. He had accompanied Paupiah to Manargoody, and returned with him; he was afterwards permanently appointed.

Nagogee Row,

In the service of Mr. Ravenshaw the Collector, as Sheristadar of Trivedy. I was about ten years ago in the employ of Paupiah at Chellumbarum. I first went there in February 1799 as Sheristadar of the Districts then under the management of Paupiah. I remained there till the January or February 1801; in that employ I saw the Defendant Anunda Row there, in the course of the month in which I arrived at Chellumbarum. He was Majoomdar of Manargoody at the time, but soon after dismissed by Bavanee Shuncara Row. Some days after his dismissal he came from Manargoody to Chellumbarum, when I first saw him. I then employed him for about two months as my Gomastah; he was then reinstated as Majoomdar for Manargoody, and remained in that capacity till the month of September 1799. He was then removed a second time from his office, and continued detained on his responsibility for his accounts till April or May following. He then came to Chellumbarum, and from thence proceeded to Madras. I saw him frequently during this interval, and was well acquainted with his hand-writing. Being shown the different papers given in evidence by the last Witness he says that letter A. is signed by the Defendant, but the body of it is not in his hand-writing. Letter B. is of his hand-writing, without any signature; Letter C. is all in his hand; Letter D. is in his hand, and under his signature. Letter E. is his also, and under his signature. The Maratta Letter is of his hand writing.

[Cross-examined.]

Bavanee Shuncara Row was Amildar of Manargoody when the Defendant was dismissed. He had gone there from Madras, and Defendant was removed the day after his arrival. He had not been Amildar before. He became Amildar about the time that I arrived at Chellumbarum.

Veerapermall.

I carry on cultivation at Maugarul near Canjevaram. I was Sumbnedy, or Malabar Accountant, under Paupiah, for three districts in Fuselee 1208. I first went there in Mausee of that year, or February 1799, with Bavanee Shuncara Row. The second day of my arrival, the Defendant, Anunda Row, was removed from his Majoomdarship, and toward the end of the month came to Chellumbarum, according to the custom, to answer for his accounts. I saw him there; after a short time he was employed by Nagogee Row, the last Witness, as his Gomastah. I had frequent opportunities of seeing him. He continued Gomastah to Nagojee Row for two months, when he was re-appointed Majoomdar of Manargoody, and continued in that capacity till September of the same English year; subsequent to that he came to Chellumbarum, where he continued till the April following. In May he left it and proceeded to Madras. Sometime after, I received a letter from him; I was at the time at Madras, he at Triplicane. It was in answer to one that I had written to him, on the subject of a particular fee or duty to which I thought we were entitled. My letter to him was to know what he thought. I have no doubt of the letter being of his hand-writing; there is no signature to it; it is written in Malabar. A letter of this description is not usually signed: the name is mentioned in the body of the letter.

[Cross-examined.]

I recollect having seen him write in the Malabar when he was in the district.

Dundo Pantaloo.

I was in the employ of Bavanee Shuncara Row at Chellumbarum, in Mausee 1208, or February 1799, to write letters; I had accompanied him there; I remained

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

remained there till 1801, when the Company took possession of the Talooks. I first saw the defendant Anunda Row there about the latter end of the month of my arrival at Chellumbarum: he had been recently dismissed from his employment as Majoomdar. I saw him occasionally. I am acquainted with his hand-writing in the Maratta.

Having looked at the different exhibits produced, he confirms the former witnesses, as to the hand-writing of the paper marked with the letters A. and B. He is not so certain as to C. He confirms them as to D. and E. and as to the Maratta letter addressed to Canary Row.

I remember his leaving Chellumbarum for Madras; it was in Chittra 1209, or April 1800.

[Cross-examined.]

Bavanee Shuncara Row was Amildar of Manargoody, from Mausee 1208, till Margalee or Thye 1210.

Parasoorama.

I was employed at Manargoody as Peshcar to Ameenah, under Syed Mustapha Saheb, in Margalee 1207, or December 1797; I remained there for two or three years. I first saw the defendant, Anunda Row, in that month and year; I continued seeing him there till Margalee 1209, when there was a feast celebrated there. I was Peshcar to Ameenah while the Talooks were in the charge of the Circar, and afterwards when they passed into the hands of Paupiah. I cannot exactly say in what capacity he was first. During Paupiah's time, he was Majoomdar of Manargoody. I cannot specify when he left Chellumbarum.

Kealy Row.

I was in the service of Wallajah and the Omdut, to report when any one came to the Durbar; I was there during the whole of the Omdut's time. From my situation, I knew some of the people that attended there. I was not acquainted with all the servants. I knew the Moonshees and Mootaseddies who brought accounts to the Durbar. I never saw the defendant, Anunda Row, at the Durbar. I never saw him either at the Durbar or at Colonel Barrett's.

Muckan Loll.

I was a Moonshee at the Durbar in the lifetime of the Omdut, and was acquainted with all the higher servants. I knew all the great Mootaseddies. The defendant, Anunda Row, was not, to my knowledge, one of them; if he had been a principal one I must have known of it. I did not know all that were employed under them.

Cajana Sama Row.

I was employed at the Durbar in the time of the Omdut, as Gomastah to Appagee Row the Cajanadar. The business of the Cajanadar was to keep charge of the money in the treasury, and answer orders upon it. I was acquainted from my situation with the principal servants of the Durbar, such as the Sheristadar Mootaseddees and Moonshees, and some of their Gomustahs also. I never saw Anunda Row there; if he had been there in any of those capacities I must have known it.

[Cross-examined.]

I am in no service at present. I have been out of employ since the death of the Omdut.

Taun Sing.

I was employed as Moonlapt Guray in the Omdut's time. It was my business to examine the lists of the servants. I continued in that employ from his accession till his death. I was, from my situation, acquainted with the servants of the Durbar, particularly the Moonshees and Mootaseddies, and principal servants. I never saw the defendant, Anunda Row, till he was called here to give his evidence. I must have known of it if he had been employed there.

[Cross-examined.]

I remember a list being made out after the death of the Omdut, for the pur-

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

pose of the payment of the servants. It was examined by my Gomastah; I never saw it myself. It was referred to me by one of the Sheristadars, I don't know who.

[Re-examined.]

In Wallajah's time the lists used to be brought to me, and I examined them. In the Omdut's time they were not brought regularly to me; that was the reason of my not examining the list in question, which was brought to me. I stated at the time, that the lists had not been regularly brought to me in the Omdut's time, and therefore I declined examining it, and referred it to my Gomastah.

Vencata Row.

I entered into the service of the defendant, Reddy Row, as a letter writer, some time about May 1798, and continued with him for about four years. I attended him as such at the Durbar when he attended there himself. I never, during any part of the time that I attended him, saw the other Defendant there. The first time I ever saw him at the Durbar was after the grant of the Jaghеer to Colonel Barrett, about eight or nine months previous to the death of the Omdut. I had seen him four or five years before at Teroocovalore, to the west of Cuddalore.

[Cross-examined.]

I am elder brother of Beema Row.

Condul Row.

I served in the Durbar for above fifty-five years; my age and infirmities have of late incapacitated me. During the time of the late Nabob I was in the Cajana Department, and was one of the persons who attended when the Company's kist was to be paid. When money was brought from the country in the late Omdut's time, it was customary to enter it in two different ways. When a sum was remitted by the Amildar from an adjacent province it was remitted in cash; if it was from a distance, it was remitted in Soucar's bills, enclosed in in a letter (of request) to the Nabob. The Nabob gave the bill to me, and I carried it to the Soucar, on whom it was drawn for his acceptance; I then kept the bill, and on its becoming due received the amount; and in both cases the money received was entered in the Cajana accounts. If money was borrowed, it was also entered in the same account; not only receipts, but disbursements also were entered there. The accounts current of persons who had lent money to the Circar were drawn out from the Cajana accounts. Though the course was general to enter receipts and disbursements in that account, yet if the Nabob borrowed money of any one, or sent for a sum from the country, he might apply it as he thought proper, and take his time (four or five days after) to mention it, when it was entered in the account. Sometimes he would be years before he mentioned it; but the Cajanadars, on examining the accounts transmitted from different districts, if they saw such an item in any of them, yet if it had not been mentioned by the Nabob, no notice would be taken of it in the Cajana. In consequence, on collating the Cajana account with the accounts from the districts, the Cajanadar would sometimes have occasion to go and ask the Nabob if he had received the particular sum not entered in the Cajana; upon which the Nabob would mention the receipt and application of the money, in which case the Cajanadar would credit the Amildar for the sum, but not enter it in the Cajana.

If a Bond was to be made out in favour of a creditor, it was in general inserted in the Dustcardon account, unless the money had been paid into the Cajana, and the receipt entered there. In that case the Bond would be entered in the Cajana Dufter; otherwise in the Dustcardan Dufter only. If interest had occurred upon the sum advanced, the officers of the Dushcardun, with the permission of the Nabob, calculated it, and made out the Bond.

I had no personal acquaintance during the Omdut's time with the Defendant, Anunda Row; I only understood that he was in the employ of Colonel Barrett. He might have held a situation of consequence in the service of the Durbar without my knowing it.

I am

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

I am acquainted with the forms in which the Nabob granted Bonds to his creditors. There was nothing extraordinary in it. It mentioned the person of whom the money was borrowed, with the sum, and the time for re-payment, with the rate of interest. The Nabob signed at the end, and sealed at the top. It was no part of my business to draw them. They were drawn by the Dushcarrdun officers. These, in the time of the Omdut, were Soongara Row and Runga Row. They had been also in the service of Wallajah.

[The Bond having been read to the witness, he says there is no objection to it in point of form.]

In general the seal was fixed at the top, but the Nabob might put it in any part of the paper that he pleased. It rested with him. No one could dictate to him.

Soobaroyaloo Bramin.

My brother, Appagee Row, being employed in the Cajana department in the Omdut's time, I used sometimes to accompany him to the Durbar. I was Gomastah to my brother in that department in Wallajah's time, when I was in the habit of attending there daily. Receipts and disbursements were entered in the Cajana accounts by my brother daily; and I, as his Gomastah, wrote the monthly account. Great correctness was observed in these entries. Small as well as large items were entered; a single pagoda would be entered. If a Bond was to be granted for a sum, an entry was made of that in the Cajana; an entry was also made of it by the officers of the Dushcarrdun Dufter.

I have seen the Bond in question before; I saw it two or three years ago, being then in the service of the present Nabob. It was in consequence (I believe) of a letter, written to Mr. Battley, to know if it was inserted in the account; it was shown to me by Mr. Battley. I, in consequence, searched the accounts, when I found, in the Cajana account for 1797, an item of pagodas 35,000, entered as remitted from the province of Arcot. If it had been money borrowed, the entry would have been different; it would have appeared by the entry to have been money borrowed. The remittance purported to have been during the Amildarship of Anwar Ali Cawn.

In Persian Bonds, the seal in the case of the Omdut (being the Nabob) would be usually at the top; in case of a private person, it would be in the middle, or at the bottom.

[Cross-examined.]

The search that I made was by the direction of Moolavee Saheb. I remember producing at the same time, from the Cajana Dufter, the receipts of Mr. Latour, relative to the same remittance.

[Proves the hand-writing of the last Witness to a paper (a receipt) produced. He had been one of the Cajanadars.]

According to the entry, it appeared to have been a remittance from Arcot. That would be the regular way of entering it if it was paid by the Renter. It would make no difference in the form of the entry, how the Renter obtained the money, whether by borrowing it, or otherwise. Where money was entered as borrowed, it meant borrowed for the use of the Nabob. When money was paid in on account of an Amildar or Renter, it was first entered in the Dewanee Dufter.

I have no acquaintance with the Defendant, Anunda Row, till within these two or three years. I was at Arcot during the principal part of Omdut's time. I did not know him then. I never saw him at Arcot.

Appoo Row.

I went, about the end of 1797, with Syed Moorteza Hussain Cawn to Arcot. Previous to that I had been a dependent upon Hussain Cawn; and when Syed Moorteza went to Arcot as Peshcar, I was desired to accompany him, and was employed in examining letters and accounts. The nature of my business as Moostaphee, was to examine the Cajana accounts of the Peshcar there; those of the Enaum lands, and those of the monthly Pensioners; and of the Shotriumdars; also the accounts relative to the Infantry and Cavalry. Hussain ul Mulk was the Renter when I went up. He had succeeded Anwar Ally Cawn. The accounts of Anwar Ally Cawn's Collectorship, lasting only fifty-seven days, were ordered by Hussain ul Mulk to be examined and sent to him. The order was sent

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

by Hussain ul Mulk to Syed Moorteza Hussain, and directed that they should be sent to Madras, certified by Vashedojas Anunda Row, the Persian Sheristadar, and Appoo Row, the Maratta Sheristadar. They were accordingly put into my hands for examination, together with a transcript, which was afterwards examined by me. After I had examined them, they were sent to Madras by the Peshcar. I was present when the account was made out by the persons I have named. The Persian Sheristadar is dead. The Hindoo one, Appoo Row, is at Trichinopoly. The account was drawn out in Persian. It consisted of twenty-two sheets or papers; the transcript was the same number. The original was written by Annagee Row, the copy by Dundoo Pantaloo. They are both now dead. I am acquainted with their hand-writing.

Koob Chund,

Head Moonshee at the Durbar, during the whole of the late Omdut's time.

I do not recollect having seen the Defendant, Anunda Row, there during all my time. If he had been in any principal situation there I must have known it.

[Cross-examined.]

There were Sheristadars and other officers who had Gomustahs; if he had held any of these offices I must have known it, such as Sheristadars, Cajanadars, Bucksheedars, and other heads of departments; each of these had many Gomustahs; there might be in all above a thousand about the Durbar. Roy Anunda Row was the brother of Defendant, Reddy Row; he was Hindovee, or Maratta Sheristadar. Both he and Defendant, Reddy Row, had many writers and others employed under them; of those I knew nothing.

As head Moonshee, the hand-writing of the Nabob was familiar to me. The Swaad at the head of the paper produced is the Nabob's; I am positive as to the Swaad; I am not positive as to the rest. The Swaad is a single letter. The other letters resemble the hand of the Nabob, and I believe it to be so.

Appendix (B.) No. 11. N° 27, the letters at the top of this paper, including the Swaad, is the Nabob's also.

Ibid. No. 12. N° 28, this is also in his hand.

Ibid. No. 1. N° 1ª, The Byze on the Bond in question is the Byze of the Nabob.

N° 16, is in my hand-writing, attested by the Nabob.

N° 15, the top of this is in the hand-writing of the Nabob.

Ibid. No. 17. N° 12, The superscription of this is in the Nabob's hand.

Ibid. No. 15. N° 20, three lists, the first has same letters of the Nabob's upon it, the other two his swaad.

N° 18, is in my hand-writing.

N° 19, the Nabob's hand is upon this paper.

Ibid. No. 5. N° 9, The superscription is in the Nabob's hand. It is dated the 18th of Rubbie Sanee Hegera 1212, answering 10th October 1797.

Ibid. No. 13. N° 1, the Nabob's Swaad is upon this.

No. 3. N° 2, is also the Nabob's.

No. 4. N° 3, - - D°

No. 6. N° 4, - - D°

N° 5, - - D°

Lutchoomia.

An inhabitant of Yellari near Manargoody. I was resident there in Hussain Cawn's time during 1797. I am acquainted with defendant Anunda Row. I first saw him at Chellumbarum at the Cutcheree, in that year. I used to go there generally once a month or more, when I saw the Defendant writing Persian accounts. In the following year I was in the habit of seeing him at Manargoody from December in that year for about six months following. I saw him there from month to month.

Boodoo Anunda Row.

I became acquainted with defendant Anunda Row at Cheddumbarum in April 1799; he was at that time Gomustah to Nagojee Sheristadar. I saw him frequently during that month. I happened to be employed at that time in the same place as Gomustah to one Mujoomoo, Marratta accountant. I saw him only during that month.

[Cross-

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

[Cross-examined.]

I was employed at Manargoody in October of that year, for one year from that date. One Govinda Pillay was Amildar at the time under Bavanee Shuncara Row. I came into employ at the same time that he got charge of the district; I was not there when Vencata Row got it. The Defendant was Majoomdar of Manargoody from May till October 1799. My brother did not go with me to Manargoody; before I went there, there was a man of that name, Majoomdar there, whom I understood to have been sent by Paupiah; he was a distant relation of mine. I was not employed in the Cutcheree there at that time, or during Vencata Row's time.

The name of Anunda Row to the accounts produced is not my hand-writing, neither is the Marhatta letter, marked F,

I am in no service at present.

William Douglas Brodie.

I have acted ever since my arrival in India as agent for the Creditors of the Nabob.

I remember being applied to by Defendant Reddy Row in July 1802, for the purpose of transmitting a claim against the late Nabob to Mr. Fordyce, the agent for the creditors in England. He stated it to be a claim for pagodas 87,783 23 20. I transmitted it accordingly. It appeared to be an open account secured payable by tunkas or assignments upon districts. He gave me three different papers as vouchers for the claim; there was no Bond among them. I had no direct communication with him; my only communication with him, was through his attorney Arnachella Row.

[Cross examined.]

I did not send home claims on commission. I looked forward eventually to another object. Mr. Fordyce might be acting upon commission. I have sent home the claims of many natives in the same manner. Many Natives have to my knowledge only transmitted part of their claims, and have referred the rest to the Commissioners here. I have attended a good deal since their arrival to the conduct of the Commissioners. I have never understood that the Bond in question was included in the claim which I transmitted. I am not certain in whose name I transmitted it, but believe it was in the name of Duttagee Row as assignee. I have not seen the same claim in any list of claims preferred to the Commissioners here. I recollect seeing the claim in question in a list of claims preferred at home.

[Re-examined.]

At his own instance, on the part of the Prosecution, to explain some part of his Evidence in chief.

The explanation refers to the statement by Mr. Brodie of his recollecting to have seen the claim in question in a list of claims preferred at home. He finds since, that it appears to have been delivered to the Commissioners, but not finally reported in the list delivered in to the House of Commons, from the circumstance (as Mr. Brodie apprehends) of the original powers from Reddy Row not having been received by Mr. Fordyce, but only notarial copies of them; the Court of Directors having determined, that no claim should be finally preferred, unaccompanied with original powers for the purpose.

He adds, that subsequent to the claim communicated to Mr. Brodie by Defendant Reddy Row, the creditors under similar circumstances, including the Defendant, had signed an agreement for an allowance to the house (of which he is a partner) of 2 and ½ per cent. for their trouble, payable in a month after the consolidation. This commission did not exist at the time of his making this claim.

Pencataramia.

I was in the service of Paupiah as Peshcar in the 8th Fusclee, answering to 1798-1799. I was sent by him in September 1799 to Chellumbarum; Vencatareyaloo was Amildar of Manargoody at the time of my arrival; soon after my arrival I went to Manargoody, where I saw the Defendant, Anunda Row, for the first time. I was there for four days; I saw him there every day. On my return to Chellumbarum he followed, and I saw him there also; I saw him there

No. 1.

APPENDIX to Letter from Sir T.-A. Strange. (A.) Evidence.

there for about twenty-six days, when I left Chellumbarum and returned to Madras. I had been sent to the district to expedite the Amildar in the payment of pagodas 5,000 that he was in arrear; in consequence of which I found it necessary to bring him from Manargoody to the Cutcheree of Chellumbarum, when the Defendant accompanied him. During the time that the Amildar was in confinement the Defendant, as Majoomdar under him, came frequently to me, and pointed out the propriety of my releasing the Amildar, in order to enable him to complete the payment. About two days subsequent to my arrival in the district, Paupiah came there, and continued there about a fortnight or three weeks, and then went away.

[Cross-examined.]

I found Vencataroyaloo Amildar on my arrival. He was removed, and Bavanee Shuncara Row was substituted for him about the 26th of Paratasee, or the 9th or 10th of October. I had been sent as Tassildar to enforce payment from the Amildar. This was the first time of my seeing the Defendant. I was examined before the Commissioners, when I was required to identify the Defendant, Anunda Row, which I did. The Defendant on his part denied having ever seen me.

The paper marked N° 29, is under my signature.

Anunda Narraina Shastree.

I accompanied Paupiah to the Districts in September 1799. It was during the Dussurah feast. Vencataroyaloo was Amildar at the time. I had no previous acquaintance with defendant Anunda Row, but I saw him at Manargoody upon that occasion. He was Majoomdar at the time under Vencataroyaloo. I was there for three days, he and Vencataroyaloo and myself afterwards came to Chellumbarum, where I remained fifteen days, and then left the place. I saw him while I remained there, every day. Myself and the Defendant, with others, used to go to the Cutcheree, where I was accustomed to see him; Bavanee Shuncara Row being the Amildar.

[Cross-examined.]

I only accompanied Paupiah as an attendant. I was subpœnaed as a witness here yesterday. I had no conversation with Paupiah on the subject of my evidence. He knew very well that I had been with him.

Runga Row.

I was acquainted with Senevasa Row, formerly in the service of the Durbar. We were not related. He died about eight or nine years ago. I don't know that it was more.

[Cross-examined.]

It was about three years before the death of the Nabob.

Venaigum Moodeley, on the *voir dire*.

I am a Creditor of one of the Nabobs.

Objected, for the Defendant, that he is an interested witness.

Mr. Marsh. 1. That it is no objection generally.
2. Not in this case.

Mr. Anstruther in support of the objection.

The objection overruled.

I have been long acquainted with the Defendant Reddy Row. Sometime about 1796 or 1797, I had frequently pecuniary dealings with him, and often lent him money on his Bond; whether he made use of it on his own account, or lent it to the Durbar, I cannot say. In 1801, I sued him in the Court of the Recorder, for pagodas 15,400 odd; but was unable to serve process upon him from his concealing himself in his house. He continued concealed for the space of 21 or 22 months. I had previously demanded the money of him several times, but his answer was, that he was not able to pay them, having applied the money that he had borrowed of me for the use of the Amildars of the Nabob. He therefore requested time, and that he would do the best he could to pay me. The first demand was after the death of the late Nabob. I don't recollect having asked for any security; none was offered. After having concealed himself for above 21 months, happening one day to pass his house, which was in Triplicane, and happening to see him through a window, the Defendant invited me in. I went in, when he gave me to understand, that he was distressed for want of money; at

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

at the same time pointing out to me the inutility of my continuing to keep him under the necessity of concealing himself. His advice was, that I should go to Mr. Battley and speak to him on the subject. About a week after, Mr. Battley's man, and one Beema Row, (the defendant's Reddy Row's,) came, and desired me to go and speak with Mr. Battley. I accordingly did so, when I learned from Mr. Battley that Reddy Row had in the life-time of the Omdut obtained a Bond for the sum that was due to me, and that he, Mr. B. was present at the execution. He advised me therefore to accept it in discharge of my claim upon him on his Bond to me. He at the same time put into my hands a paper, which he said was a translation into English, from the Persian, of the Nabob's Bond. Having taken it away with me, and consulted my friends on the occasion, the same messengers three or four days after came back to me, and by their desire I went again to Mr. B. The defendant Reddy Row was sent for, and Mr. B. having reassured me of the validity of the Bond alluded to, I at his instance accepted an agreement from the defendant Reddy Row, purporting that he would be responsible for the amount of the Nabob's Bond, in the event of its not being sustained as a valid one. The Bond purports to be dated answering to 17th June 1801. The Nabob died the 15th July 1801. This was the first offer that was made me of security of any kind. The Nabob had been ill at the time above 40 or 50 days.

[Cross-examined.]

I used to go to the Durbar on account of pecuniary transactions between me and defendant Reddy Row; sometimes he applied what he borrowed to the use of the Nabob, sometimes to his own use. I was aware that in lending him, I was lending to a person employed by the Durbar in raising money. Upon the assumption of the country by the Company after the death of the Nabob, I looked for repayment to the Defendant, to whom I had lent my money; I afterwards took the Nabob's Bond on the assurance of Mr. Battley. I did not know myself whether it was a good or doubtful Bond. I took it upon that confidence, not without entertaining my doubts upon it. Had I been aware at the time that it was an order only, and not a Bond, I would not have received it. It appears, in fact, to be an order only, not even an enayatnama. I understood at the time that people were sending home their claims on the Nabob. I remember the former consolidations, but I cannot say at what rate of interest they were concluded; my claim is for the amount of the Bond, with 12 per cent. interest, so I sent it in to the Commissioners: by their direction I reduced it to five. I don't know what further reduction of interest it may be liable to.

The last time I went to Mr. Battley, Veradarajah Moodely accompanied me. I knew that he had been a lender of money to Reddy Row for the use of the Circar. He told me at the time that he had accepted the Nabob's Bond for what he had lent. I understood that Visvanada Tauker and others had lent upon similar terms. It is true that at the time of my loan Colonel Barrett sent for me, and urged the loan, assuring me I should be in no danger with respect to repayment; he did not expressly pledge the security of the Circar. When I went to Colonel Barrett afterwards on the subject, he reminded me that he had only recommended, and had not made himself personally answerable. I knew that he was the Dewan at the time of the loan, but he did not say the Circar would pay: I learnt after the death of the Nabob (but did not know at the time) that the defendant Reddy Row had been borrowing immense sums of money of different people. A few days after I received the agreement I have spoken of, and got the receipts given me of Dr. Fitzgerald.

I lent Tremul Row money also some time before the Nabob's death, for which I retain his Bond.

I remember a prohibition by Tom-Tom against lending money to the Nabob; but the money I claim was not lent to the Nabob; my conversation with Colonel Barrett was confined to the subject of the money lent to the Defendant.

Chinniah.

In consequence of a matter under my investigation, at the instance of the Collector, I went to the defendant Reddy Row, at his house in Triplicane, he not being able to come to me, being concealed on account of actions that had been commenced against him. He requested me to try and accommodate matters for him; I accordingly tried all I could to do so; but Venaigum and Verdaraja (being two

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

of the parties) would come to no terms without money. On going back to Reddy Row, and asking him if he could give any security, he pleaded distress; I then asked him if he had not got some Nabob's bonds; he denied that he had. I then asked if he could get any of his friends to accommodate him with the loan of Nabob's or Rajah's Bonds to pacify his creditors; he said he could not. I then tried what I could with Venaiga and Verdaraja to wait till Reddy Row could recover money due to him from Coojroo Jyengar, but these quarrelled among themselves, and I had nothing further to do with the business, Reddy Row had made Coojoo Jyengar pass his bonds to Venaigum and Verdarajah Moodely for what he owed Reddy Row. This occasioned their quarrelling.

I had daily transactions at the Durbar in the life-time of the Omdut.

I have occasionally seen Anunda Row about Colonel Barrett; I know nothing of his having any employment at the Durbar, I must have seen him, had he held any very high situation there; I used to see him occasionally about a year before the death of the Nabob (not before) about Colonel Barrett.

I remember the last illness of the Nabob; it continued about two months: in the beginning of it he did business, afterwards particular people only were admitted by him. All ordinary business was transacted by Colonel Barrett.

Peddapillay.

An inhabitant of Chellumbarum. I first knew defendant Anunda Row at Chellumbarum 1207 Fuselee. I saw him there for five or six months, but at what period of the year I cannot say. I then went to Madras. In 1208 Fuselee I accompanied Vencataramia back to Chellumbarum. It was in the month of October 1799 when I saw Anunda Row again in the employment as Gomustah to one Vetal Row, his uncle. I continued to see him from this time for above a twelvemonth (to the best of my recollection) when I went to another village. I was Peshcar for the month of October and November, the rest of the time in no service. I left Chellumbarum about March 1210, answering to March 1801; till then I was in the habit of seeing the defendant Anunda Row there.

Syed Moodtapha.

I remember Hussain ul Mulk being appointed renter of Arcot; he succeeded Anwar Ali Cawn. On receiving his appointment, he sent up one Sandat Mun Cawn to take possession for him; I accompanied him. After taking possession, the accounts were secured in a chest, which was sealed by Sandat, and deposited in the Cutcheree. I don't know what further occurred, as I was appointed Amenah to Chellumbarum. Anwar Ali Cawn was not there when we went up.

I was acquainted with the defendant Anunda Row at Chellumbarum in the 1207 Fuselee, about September or October of that year. I saw him there for about six months from the time of my arrival; he was Gomustah to Vetal Row, his uncle. I did not see him afterwards, as I went away, these districts passing into the hands of Paupia. I left the defendant there.

[Cross-examined.]

I was Ameanah there, an office of controul over the Amildar. The six months that I was there preceded the time that Paupiah got charge of the district. Hussain a dee Cawn (alias Noor Saib) was Amildar when I went there. I used to go occasionally to the Cutcheree, and was familiar with Anunda Row. I cannot state whether he had the mark across or up and down his forehead. He was not pointed out to me yesterday in Court; nor was I pointing him out to any body.

Madava Row.

I was at Arcot when Hussain ul Mulk succeeded Anwar Ali Cawn in the rentership. I was present when possession was taken. When Jupt is taken, the usual course was to secure the accounts and papers, with the Moonshees and other officers employed by the former Amildar. The Sheristadar is the person who is answerable for them to the succeeding renter or his Amildar.

[Cross-examined.]

By the accounts is to be understood the accounts between the Circar and the different villages, exhibiting what is payable, and what in arrear. The accounts are preserved, and successively taken charge of for this purpose.

Arnachella

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

Arnachella Row.

I was formerly in the employ of defendant Reddy Row.

About a year previous to the death of the Omdut, I was Vakeel for four of the Tinnevelly Mootahs, when I was in the habit of going frequently to Reddy Row, and I still continued to go to him after the Omdut's death.

About five years ago, one morning about seven, I went to his house, when I found him sitting in his hall on a couch to the westward, and the other defendant Anunda Row on another couch opposite to him. I took my seat on a chair that was near Reddy Row; about half an Indian hour after, Beema Row came and joined us. After talking for a little while on indifferent subjects, Reddy Row took from a box a paper, having the Nabob's seal fixed to it in the middle, and put it into the hands of Anunda Row (the other defendant) desiring him at the same time to make out a Bond in the name of Gopaul Row for pagodas 38,500. Anunda Row accordingly drew it with a Persian pen, referring, while he was drawing it, to another written paper that was near him. He then, with another Persian pen, wrote the signature of Omdut ul Omrah, and then handed the Bond that he had so drawn to the other defendant, who immediately replaced it in the box from which he had taken the paper.

The seal apparent on the paper was a large one, and belonged to the Omdut; and a single letter was added at last, which I understood to be the byze. I concluded it to be the Nabob's signature.

Being unacquainted with the Persian language, I could not undertake to identify it, were I to see it again. The paper might be about the length of my hand, more or less.

I heard the directions given that I have stated.

I was formerly a confidential servant of Reddy Row's; I continued in his service till within about these seven months; I first entered it soon after the death of the Omdut. The occasion of my quitting it was this: some time after the Bond in question was drawn, Reddy Row was so kind to Anunda Row as to get from the Company a certain allowance for him, by entering his name in the list of the servants, which allowance he in consequence received; upon which I and Beema Row joined in an application to Bannagee Row (then living) to procure for us the same advantage; Bannagee represented the impossibility of the thing, unless Reddy Row would co-operate; we in consequence addressed ourselves to Reddy Row to do us the same kindness which he had rendered to Anunda Row, but he was not disposed to comply with our request; on the contrary, he told us that we should not be able to succeed in our views. This occasioned both of us quitting his service.

I was the person sent by Reddy Row to Mr. Brodie, to carry three Persian papers to one Vencatachella, for the purpose of having them translated into English. Having procured translations, I, by Reddy Row's directions, carried them to Mr. Brodie: they contained claims for pagodas 87,000 odd, as due from the Circar. Reddy Row not chusing that his name should appear as a creditor, the name of Duttagee Row was made the ostensible creditor, being a relation of his, from whom he had procured me for the purpose a letter of attorney. On my attending Mr. Brodie, he required me to make affidavit to the truth of the contents of the papers; I did accordingly make oath to the truth of them. Three copies were then made, one to be sent home, a second to be kept by Mr. Brodie, and the third I delivered to Reddy Row. The power of attorney (apparently from Duttagee Row) was signed by Reddy Row, using the signature "Duttagee Row." I understood from Reddy Row at the time, that the amount of the claims was due Visvanada Tauker, Moorley Doss, Venagamoodelly, Verdaraga Moodely, Pravos Doss, Ramachundra But and late Valapa Doss. I understood pagodas 21,400 to be due to Visvanada Tauker, pagodas 6,000, to Moorly Doss, and late Valapa Doss, pagodas 3,300 to Pravoo Doss, pagodas 5,500 to Ramachundra, but pagodas 15,500 to Venaiga Moodely, and pagodas 5,300 to Vererajah Moodely. The reason for Duttagee's name being substituted for those of the Soucars was, that at the time when the sums in question were borrowed from them on account of the kist, Reddy Row had executed his own Bonds to them respectively; he therefore having made himself (as he thought) responsible, at the same time not liking his own name to appear, he chose to bring forward the claim in the name of Duttagee Row. For this amount I carried no Nabob's

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

Bond to Nr. Brodie, only the papers I have mentioned. He had not any Nabob's Bonds in favour of these Soucars in his possession at the time, that I know of.

I was some time after sent to them, to offer them the security of Nabob's paper. I carried some to some; Beema Row carried others. Those that I carried I offered in lieu of those executed by Reddy Row, but they refused to exchange them, declaring that they should eventually sue him for what he owed them. This might be about six or eight months subsequent to the time of my attendance upon Mr. Brodie.

[Cross-examined]

I came forward as an informer to Government on the subject in question, about the month of May, I was examined in consequence at the chambers of the Advocate General. I answered such questions as were put to me at the time; when I was asked about the forgeries, I referred to these Soucar Bonds; I specified three, which I myself had negociated. I stated that I had myself persuaded the Soucars in some instances to take them, after using considerable pains for the purpose, professing at the time to know them all to be forgeries. I had been informed by Reddy Row himself that they were all forgeries. I did not state to the Committee that they were forgeries; I stated that the debt had been contracted in consequence of deficiencies to the Southward, for which Reddy Row was personally answerable. In my interview with Mr. Brodie, I swore that the money had been borrowed on account of the Circar, and was due from it. I recollect having stated to the Committee, that the Bonds offered to the Soucars had been forged; I added, that if proper investigation about these forged Bonds should take place, then every thing would come to the Committee's knowledge. I could not say that I knew nothing of any other Bond than those of the Soucars. I gave no answer of the sort at the time.

I remember being asked the reason of my quitting the service of Reddy Row. I answered generally, that it was owing to some resentment. I don't think I had any ground for saying, it was because he could not maintain me. I never gave any such answer.

At the time of my going to Mr. Brodie's, Reddy Row was confined to the house. He gave me at the time a gold ornament, which I was to sell for the discharge of the expenses of the translations [acknowledges an account produced to be the account rendered by him of the expense, amounting to pagodas 160.] He was at that time concealing himself, on account of his creditors. It was several months after this that I negotiated with the Soucars about taking the Bonds, [acknowledges another paper produced to be his hand-writing.] Visvanada Tauker, Moorly Doss, and late Valapa Doss, were the Soucars with whom I particularly negotiated.

After Colonel Barrett's death, Reddy Row mentioning to me his being deeply in debt to the Circar, told me he should take some means of extricating himself: this (so far as I know) was the origin of the forgeries. The first that were shewn to me were the Soucars. I am positive with respect to the Gopaul Row's Bond and the three Soucars.

When the Bond in question was forged, there was no apprehension of my divulging it, as we were then on terms of confidence.

When I first heard of the forgeries, my idea was to have informed Government.

I admit that I solicited Reddy Row to have my name inserted in the list of servants. I admit it to have been a fraud in the case of Anunda Row.

An additional reason for my quitting his service was, that I had discovered that he had been committing forgeries. The list in question was made out about three years ago; the forgeries were five years ago. It is a year and a half since I determined not to return to his house. I still, however, received his salary, and it was about seven months ago that I quitted him. I told the Committee, that on my quitting his service, I had no means of subsisting but by borrowing. I told the Commissioners the same thing; and it continues to be my only means of subsistence. I have never borrowed from Paupiah, or from any other supporter of this Prosecution.

When I wanted to be inserted in the list of servants, I expected to get as much as Anunda Row, whatever might be that amount—Reddy Row did not meet my expectation.

My object was to give information to Government.

I was

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

I was examined with Beema Row on two successive days by the Commissioners. I stated myself to have been a servant of Reddy Row's, at no fixed pay, my allowance varying in different months. I believe I gave the same account both to them and the Committee. I recollect telling the Committee that I was in his service, receiving uncertain pay; I did not say I was in the situation of a dependent. I told the same to the Commissioners; I told them I had been formerly Vakeel to the Mootadar of Tinnevelly. They examined me, as to where we all sat when the Bond was forged. I cannot say to what Beema Row was examined, as we were examined separately. We went together to the Commissioners, and came away together. We might afterwards compare our several examinations, but I don't know that we did; we had no talk about any contradictions. We left the Commissioners satisfactorily.

The next time we went to the Justices, Mr. Light carried us there. Having learnt that Paupiah had preferred a complaint against the Bond in question, I thought it right to go the Commissioners; my going there was voluntary. I had previously mentioned to Paupiah, that I knew something about it, and had offered myself to him as a witness.

[On re-examination.]

Major Thomson was the principal person in the Committee alluded to. Mr. Anstruther, Orme, and Oliver, were also members. Many questions were put to me.

About a month a petition was presented by me and Beema Row to Government, through Mr. Loyd. I can't state what was the object of it; I don't recollect it.

Beema Row.

I was about five years ago in the service of defendant Reddy Row. One morning between nine and ten I went to his house as usual, when I found him, the other Defendant, and last Witness, sitting together. I joined them; when a little after Reddy Row took a paper from his box of papers, having the Nabob's (Omdut's) seal on the middle of it. Having put it into the hands of Anunda Row, he directed him to draw a Nabob's Bond for pagodas 38,500, which he accordingly did. After he had drawn it, he fixed the byze of the Nabob, and then handed it to Reddy Row, who put it back into the box; we then sat a little while, when first Arnachella Row went away, then I.

I was a confidential servant, at the time, of the Defendant's.

I recollect his being importuned by his creditors, the Soucars, and his keeping himself concealed, on account of a writ taken out against him by Venaigum Moodely. I was some time after sent by him with some bonds to some of them, I went, and negotiated with three of them, namely, Venaigum Moodely, Verdarajah, and Vesvanada Tauker. I carried Bonds to them. Vesvanada and Venaigum received the Nabob's Bonds, and returned those executed by Reddy Row; but Verdarajah did not return the other Bond, though he received the Nabob's. When I first went to them, Venaigum refused to receive the Nabob's Bond, upon which he was sent for to Mr. Battley, by whose persuasions he at length accepted it.

[Cross-examined.]

My attendance on Venaigum took up four or five months. I understood from Anunda Row that the Bond from Venaigum was a forged one. I know of no other Bond than the one in question, of my own knowledge, having been forged by Reddy Row. With respect to others, a general report prevailed, but I can name no one from whom I heard it.

I subsist by borrowing. I quarrelled with Reddy Row for the same reason that Arnachella did. I gave evidence on the subject in question before the Committee, and before the Commissioners.

Tremul Row.

I was in the service of the late, and am in the service of the present Nabob. I remember a meeting at the Routhan Chokil, at Chepauk, about three or four months subsequent to the elevation of the present Nabob to the Musnud. The Nabob and the late Mr. Webbe were conversing together in one part of the room, myself, Kouban Ally Cawn Behaudar, and Siddie Ali

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

Cawn, were sitting in a different part of the room, where the defendant Reddy Row brought a written paper, and put it into the hands of Kruban Ally Cawn, requesting him at the same time to speak with the Nabob on the subject. He excused himself, however, alleging that he had business at the time; and he redelivered it to the Defendant. He then put it into my hands. On looking at it, I observed upon it the name of Venaigum Moodely, Virdarajah Moodely, and Visvanada Tauker, together with several others, whom Defendant represented to be persons of whom he had borrowed money on account of the Omdut ul Omrah. On asking him whether they had any security given them, he replied, that a quantity of paddy in some of the districts had been mortgaged to them; and that as the Company had possessed themselves of the Country, he requested that the Nabob should use his influence with the Government to get the property mortgaged delivered over to them. I told him that it was not for me to deliver a paper of the sort to the Nabob, and accordingly returned it to him. I did not peruse the whole of it. I recollect the amount referable to Verdarajah; it was pagodas 15,000. Mr. Battley was not present at the meeting. His apartment is at some distance from the place.

End of the Evidence for the Prosecution.

Mr. ANSTRUTHER having opened the Defence for the Defendants, called

Samuel Thomas Goad, one of the Commissioners.

The documents produced from the Dufters by Mr. Russell, being shewn to him, he says,

They were found (from 1 to 22,) in the Dewannee Dufter. They were pointed out by defendant Reddy Row, in the presence of our head Moonshee, and by him delivered to the Commissioners.

I myself found some. The first is, a memorandum of a Bond dated 11th Suffer 1203, corresponding with the date of the Bond in question. It purports to be an original paper. It is usual in the Dustcardon department, to make a reward of money transactions. The paper referred to, purports to be of that description. It purports to be an account of loans from bankers to the date I mentioned before. Then comes the name of Gopaul Row, with a line according to the usual form. Then follows, "according to a Bond dated 11th Appendix (B.) No. 2. Suffer 1213, interest at 1 per cent. per mensem," within (meaning payable within) the term of 14 months, through Roy Reddy Row;" then the sum in figures, pagodas 38,500.

The second Paper purports to be, copy of N° 2. a Seveal to the Nabob.

Ibid. No. 3. The third is a copy of N° 3. called Tahamage, (means "unnderstanding.")

No. 4. The fourth is a copy of the Bond in question, in the name of Gopaul Row, for pagodas 38,500.

The fifth is a copy of an Enayetnama, the original of which was delivered Ibid. No. 9. to the Commissioners by Reddy Row, and is in my possession; it is dated 27th of Zeehege 1211 (answering to 23d June 1797) and addressed to Gopaul Row and Vencatarama Satty, inhabitants of Wallajah Nugger, encouraging them to make advances to Anwar Ali Cawn, farmer of Arcot; and informing them that they may do it without apprehension, for that if he should fail to repay them the amount of their advances, they should be repaid by the Circar.

The sixth is a list of receipts from Mr. Lautour.

Ibid. No. 6. These are correspondent documents relative to Jevana Naic's claim.

In Anwar Ali Cawn's account, Vencatama Chitty appears to be a creditor on a Bond granted by him for pagodas 860,000, upon which a balance of 505 is stated; for this, he has made a claim to that amount on the same Bond.

I found these documents accidentally on the 7th of this month, on searching in the Dustcardan, relative to the form of the Bond in question; we had searched there some time ago for such Bonds in vain. We had arranged the department, and separated the papers according to the claims of individuals. The papers produced were found, with others relative to other transactions, tied up with the papers relating to the claims of Poona Pillay. It would appear that they got there by mistake.

In searching for Bonds with the seal in the middle, I found three; I took them

them indiscriminately from hundreds. They appear cancelled, and were found in the Dustcardon department, where all cancelled Bonds were preserved.

I searched also as to the form, and found one claimed by Mr. Roebuck for pagodas 92,500, containing the words "my own necessities." I found another, on which Mr. Marsh has preferred a claim for pagodas 70,000, in which the expression is "for the necessity of the Company's kists." I found another, on a claim of Mr. Abbott's, in favour of Mullika Nissa Begum, bearing three seals of the two Nabobs and the Ameer, for pagodas 110,000, in which the expression is "on account of necessity."

I have examined the whole of the Kajana Dufter during the time of the late Nabob, excepting for the last year; as far as the contents go, they seem to be tolerably regular. They are not so regular nor so full as those in the time of Wallajah, nor do they bear the attestation of the Dewannee officers, which accompanies most of those that I have examined in the time of Wallajah. In some instances I found Bonds entered in the Kajana department, in some not; the entry was of the substance only; it was in the nature of an account of particular Bonds.

I have made various enquiries of Mr. Battley, Mr. Abbott, and others, as to the probable amount of the whole debt due by the Durbar. I enquired also of the defendant Reddy Row; and to the best of my recollection, understood it might amount to 100 lacs, equal to about four millions sterling. Mr. Abbott seemed to think it ought not to exceed 70 lacs. The amount of claims, as preferred here only, is about 23 or 24 million of pounds sterling.

Produces depositions of Arnachella Row and Beema Row, made before the Commissioners. The examination of Beema Row is in my hand. There are two examinations of each. The first of Arnachella Row is in Mr. Russell's hand, the second in mine. The questions and answers were explained to the Witnesses before they signed. I think they were examined in Hindoostanee. They were explained to them (I think) by Mr. Russell before they signed. They are upon oath.

Part of Arnachella Row's first examination on the 11th of July last, read.

Part of his second, taken on the 16th of July, read.

Part of Beema Row's first examination read, taken 15th July.

Part of his second read, [produces the deposition of Visoo Arsoo Vencataramia.]

It was taken before me; I think I saw him sign it.

In searching for papers in the hand-writing of Anunda Row, a number were pointed out, and taken by me as such from the Dewanee Dufter. They are upon various subjects, taken indiscriminately in various years from 1202 to 1215, or from 1797 to 1801.

[Cross-examined.]

Beema Row and Arnachella Row attended us together; they were examined separately. We found them vary in their account in several particulars. They varied very considerably.

The papers produced from the Dewanee Dufter by Mr. Russell were pointed out by Reddy Row, and the other officers who were present. The Dufters are kept in a room adjoining the room in which our writers and head assistant sit. Our Moonshee never has access to them, except in the presence of one of the Durbar officers, or one of the Commissioners. The Defendant is one of the officers of the Durbar; he has been referred to occasionally by us, in common with the other officers of the Durbar, on claims.

I understood the original search in the Dustcarden in support of the claim to have been unsuccessful; they were found at last when in search of something else. The Dustcarden had been arranged, but not to the extent of individual papers; only according to bundles. They were finally found among Poona Pillay's: how they came to be with his I did not know.

In the time of Wallajah the Bonds have been found very regularly entered in the Kajana; less so in the Omdut's time. Whenever there is an entry in the Kajana, the entry distinguishes between the principal and interest.

Mr. J. Johnston's claim was not in the Kajana, yet it was for advances on the security of the revenue in the country. Mr. Prince's was for salary.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

The Kajana accounts of the month in which the money is said to have been advanced, are missing. They are extant for the month in which the Bond was given, but the Bond in question does not appear in them. The accounts for that year are so far correct that there is an account for each month.

The Moonshee in general has the key of the Dufters.

[Re-examined.]

When the Moonshee goes to the Dufters he is attended by more officers of the Durbar than one.

Major Thomson.

I was one of a Committee that sat some time ago on information of forgeries. I remember Arnachella and Beema Row attending us; I believe they had petitioned Government. They were examined in consequence in Hindoostanee; I acted as interpreter on the occasion. Mr. Oliver was also present as a member. Their answers were taken down in writing. I am not sufficiently acquainted with Hindoostanee to be competent to act as an interpreter in all cases. I perfectly understood the persons in question; they also appeared to understand the questions I put to them.

[Cross-examined.]

Mr. Anstruther and Mr. Orme were also members; Mr. Anstruther was President, being named first in the list; Mr. Orme acted as Secretary. He did not understand Hindoostanee. I did not observe that the Witnesses were confused in their examination; they were tired of it (I believe) before it was over. We were appointed a Committee by Government; we did not take down all that was said.

Robert Orme.

The Committee was appointed in consequence of a letter from Dr. Lloyd to the Governor in Council. They attended in consequence of a letter from me to Dr. Lloyd, upon which he and they together attended.

[Produces the examination of Arnachella Row and Beema Row, as taken before the Committee.]—The reason stated by Arnachella Row to the Committee, for having left the service of Reddy Row, was, that Reddy Row was not able to keep him. He denied any quarrel. He said he had no fixed salary.

[Cross-examined.]

I judged what was to be taken down. I did not take what appeared to me not to have relation to the enquiry. The Witnesses did not appear to go away unsatisfied; on the contrary, they expected at the time to be rewarded for their information.

William Douglas Brodie produces affidavit of Arnachella Row made before Mr. Connell, with papers referred to, and annexed, explaining the nature of the claim of defendant Reddy Row after death of late Nabob, for pagodas 87,000 odd, independently of the claim in question.

[Cross-examined.]

Arnachella was agent to Duttagee Row, to whom the claim referred to had been assigned; no other claims were made at the time; the gross sum was claimed. The particular sums composing it were not stated to me. I returned the power of attorney, after having satisfied myself that there was one.

Reddy Row afterwards made three other distinct claims. The first is one for pagodas 37,345, claimed the 13th of August 1804, sworn to before Mr. Grant. The Bond is in favour of Ram Row put Magee, claimed by his Attorney Beema Row, and appearing to have been assigned to Reddy Row, and to be claimed on his account. From the affidavit respecting it, it appears that a part had been received from the Nabob in two payments of pagodas 2,000 and pagodas 3,000.

The next is upon a Bond for pagodas 9,447, dated 19th June 1801, in the name of Narraina Chitty, assigned to defendant Reddy Row 1st October 1804; the affidavit in support of it is sworn the 22d of that month, before Mr. Grant.

The next is upon one for pagodas 11,800, dated 9th May 1801, in favour of the

the Defendant himself, claimed by his Attorney Duttagee Row on the 4th of September 1805, under affidavit sworn to before Mr. Maitland.

I kept the powers of Attorney and the other vouchers, thinking there was something mysterious in the transaction; my idea was, that the parties applying to me were making an improper use of Reddy Row's name.

I have frequently attended the Commissioners during their investigations. I have intermitted my attendance of late, in consequence of indisposition. I have in general seen Reddy Row with them, apparently employed by them. I don't know who keeps the key of the Dufters; when papers have been wanted, sometimes one of the Commissioners themselves have gone for them, sometimes the confidential Moonshee.

I accompanied Poona Pillay to assist him in making his claim on Monday preceding the commencement of this trial. When a claim is to be investigated, I understood the papers relative to it to be in general arranged beforehand. I was not present when those relative to Poona Pillay were brought forward.

I know that the Bond in question (in favour of Gopaul Row) was sold, but I cannot say to whom. On searching our books yesterday, in consequence of suggestions from Mr. Abbott, I found that the house of Talloh and Co. had been concerned in a seventh share of the purchase of it in December 1805, while I was absent in China. I don't know who were interested in the other shares.

[Re-examined.]

I had no knowledge of the persons who attended me on the part of the defendant Reddy Row, I only know that they attended, and made such claims. Narrain Row's appeared to have been assigned after the date of his former claim. Poona Pillay has several claims. The one now under discussion is for salary.

Anundapah Naidoo.

I was Gomastah to Pravoo Doss in 1801. I had been in the habit of going to Reddy Row to demand payment of a Bond for pagodas 3,300, which he had executed in favour of my principal, for a sum he had borrowed of him about a month subsequent to the death of the Omdut, having gone to him for this purpose. The Defendant put me off from time to time, alleging that he had not money. At last he put an Enayetnama for the same sum into my hand, and desired me to go and see if Pravoo Doss would receive it in lieu of the Defendant's Bond; my Master not consenting, said he would have a personal conference on the subject with the Defendant. The Enayetnama was in the name of Pravoo Doss.

[Cross-examined.]

I have known the defendant Reddy Row a long time; I was formerly Guzzerat Writer to Pravoodoss. I am employed at present by the Commissioners. I was introduced to them by a Persian Moonshee of the name of Meer Hussain Sahib, with whom I became acquainted in the course of my attendance at the Commissioners, seeking employ.

I do not understand Persian. I understood the Enayetnama to be what I have described it; I kept no memorandum of it. I had made applications to Reddy Row to get me employed, but he had not done it; I have been employed about four months.

There is a Nabob's Bond for pagodas 1200 in my name claimed before the Commissioners, the consideration of which was advanced by Reddy Row.

Pravoo Doss.

I am a claimant before the Commissioners on an Enayetnama for pagodas 3,300. The money for which it was given was advanced by me to Reddy Row about two months before the death of the late Nabob; it was advanced by me on the security of Reddy Row's own Bond. On demanding repayment some time after, it was proposed to me to accept the Nabob's Enayetnama in exchange; at first I objected to it, and refused. About four or five years after the death of the Nabob, Reddy Row paid the interest due in cash, upon which I returned him his own Bond, and accepted the Nabob's in lieu. The original proposal was made to me within a month of the death of the Nabob. I put my name at the time upon the Enayetnama. The Enayetnama produced is the same.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

[Cross-examined.]

The interest which I received, was about two thousand pagodas.

The reason of my putting my name to the Enayetnama was, that if any satisfactory account should be given of it, I would receive it. About 20 months ago I brought an action against him for the money. I have not yet received any part of the principal. The Enayetnama is in my own name.

Moorly Doss.

I have claimed before the Commissioners, on an Enayetnama for pagodas 6,000, which I got from Reddy Row. The money for which it was given, was advanced by me about a month before the death of the late Nabob, on the security of a Bond from Reddy Row himself. About a month after his death, understanding that Defendant was concealing himself, I and Kata Vellapa Doss (who had been concerned with me in the loan,) went to his house, when we understood from him, that the money had been borrowed for the use of the Nabob, and that he had in the life of the Nabob obtained a Bond from him in their name for the same sum, and he requested us to accept the Nabob's Bond in lieu of his own. We agreed to do so, provided he would enter into an agreement to be responsible, in the event of our not being able to obtain payment of it. He accordingly gave us such an agreement, upon which we received the Nabob's, and returned Reddy Row's Bond; [produces the agreement in the Maratta.] It was delivered, and all was settled between us at the interview of which I have spoken. We had called upon Defendant twice before this. There was no one else negotiated with us on the part of Reddy Row on the subject. There was an interval of about five or six days between our first application for payment and the final settlement.

Maratta paper and translation put in.

[Cross-examined.]

Arnachella Row was in the habit of coming to me about five years ago on business, but not on account of Reddy Row. I don't know Reddy Row's hand-writing, neither can I speak to his seal, being Persian. Arnachella did not come to me with any power of attorney from Reddy Row. I do not recollect when the money lent by me and my partner to Reddy Row was to be repaid. I don't think it was payable at sight. It was lent on account of the Tinnevelly district. I understood from Reddy Row, that it was for the use of the Nabob. Gopaul Kistniah at Tinnevelly used to pay money there to my attorney Isvargee Dava, and remit it by bill in favour of the Circar. I used to accept the bill and pay the money. It has no connection with the loan in question to Reddy Row.

I have known Reddy Row some time. I have claims before the Commissioners, not exceeding 20,000 pagodas, but all on account of others, the Bond excepted, to which I have been examined. I did not, in conversation with Venaigum and others, lately say that our settlement with defendant Reddy Row was not till after Venaigum Moodely's demand was settled [Venaigum Moodely was here called to contradict Moorley Doss in this part of his evidence, by stating what was supposed to have passed in recent conversation on the subject; but the rest of the parties present at that conversation being also called, and not supporting Venaigum Moodely in their account of it, but the contrary, the cross-examination of the witness proceeded.]

Moorley Doss.

When I and my partner went to defendant Reddy Row, he appeared to be concealing himself, but on what account I don't know. I was not apprized at the time, of its being on account of any suit commenced against him by Venaigum Moodely; about two or three months after, I understood that that was the occasion of his concealment.

Vanaram.

Gomastah to Vesvanada Taker. He was among the persons who lent money to defendant Reddy Row a little before the Nabob's death. There were Bonds executed on the occasion by Reddy Row, amounting to pagodas 21,400. The money was lent about two or three months before the death of the Nabob.

Visvanada

Visvanada Taker died two or three months subsequent to the Nabob. The settlement took place after his death. I was not present at any negotiation for a settlement in the life of Visvanada Taker. I remember Reddy Row coming frequently to his house, and I understood it to be on the subject of the account between them. There had been a proposition (as I understood,) for taking the Nabob's Bond in place of Reddy Row's, to which Visvanada Taker, (speaking of his Gomastah's) said, if they after his death thought it proper, and Reddy Row would give an agreement to be answerable, they might take them. A settlement to that effect accordingly took place in April 1804.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

[Cross-examined.]

It was previous to the death of the Omdut, but subsequent to the loan, that I saw Reddy Row come to Visvanada Taker's house. I don't recollect his coming there between the death of the Nabob and the death of Visvanada. He came there after Visvanada's death; it might be a year after, but I cannot speak precisely to the time. He appeared to be in some trouble. He came there in the ordinary way like other people. I understood that he was concealing himself at the time, nor do I know how he came.

Being asked how he comes to know so much more about the matter now than he did the other day in conversation with Mr. Abbott; he says, he considered the Court as the proper place in which to state what he knew. I went to Mr. Abbott at the instance of Paupiah, with whom I had a friendship. I did not offer myself as a witness for the Prosecution, nor did I say that I knew nothing about the matter, but that there was another Gomastah that did; whom I would bring. I mentioned Jewan Naic being a Gomastah under me, whom I would bring if it was wished.

[Re-examined.]

I met Mr. Abbott at Mr. Light's office. I was sent for there after I was subpœnaed on behalf of the Defendants. I was asked by Paupiah, whether I was about to be a witness; I said, I was, having lent money.

Narrain Row.

I was Persian writer for nine years, in the department of the Dewannee Dufter in the time of Wallajah, and I held the same situation during the time of the Omdut. I am in the service of the present Nabob. It was my business, in common with other Sheristadars, to write Bonds and make entries in that department.

N° 49. being produced, he says it is in his hand-writing; I remember the occasion of its being written. It was written at the time at which it bears date, 23d June 1797. The byze and mohur upon it (seal and signature) are the Nabob's. Corresponding with No. 9 of the Copies transmitted, Appendix (B.)

[The Paper read.]

N° 26. is also written by me. It is superscribed with the Swaad and hand-writing of the Nabob, and purports to be endorsed as deposited in the Dufters, the 26th of August 1797. The endorsement is in the hand-writing of Baboo Row. I don't know where he is now. Ibid. No. 10.

[The Paper read; representation from Reddy Row to the Nabob.]

N° 27. was also written by me. It is also superscribed by the Nabob's swaad, and some other writing of his, meaning Kazana and Mohummudpore (Arcot) are equals. The date of the entry is in Baboo Row's hand. Ibid. No. 11.

No. 28. is written by me. The Nabob's swaad is upon it, with this addition: "This money was received at a proper time, I am glad of it." Ibid. No. 12.

No. 1. Anwar Ally Cawn's accounts. The Nabob's swaad appears upon it, and Anwar Ally Cawn's mohur, with an indorsement in the hand of Vencataroyaloo deceased; they are in the hand-writing of Anunda Row (not the Defendant) Sheristadar of Anwar Ally Cawn. Ibid. No. 13.

No. 2. being shewn to the Witness, he says it is in the hand-writing of the Defendant. It is endorsed "it is understood," in the hand of Senevasa Row deceased, one of the four principal Sheristadars, dated 26th July 1798. Ibid. No. 3.

No. 3. is in the same hand-writing, and with the same endorsement of Senevasa Row, endorsed also by defendant Reddy Row, dated the 25th of July (purporting to be an account current.) Ibid. No. 4.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence. Appendix (B.) No. 5. Ibid. No. 7. Ibid. No. 14. Ibid. No. 17. Ibid. No. 18.

No. 9. is the hand-writing of Roy Anunda Row, brother of the defendant Reddy Row. He died about a year previous to the death of the Nabob, dated the 11th of October 1797. It has the Nabob's writing upon it, and is endorsed in the hand of Roy Anunda Row, as entered in the Dufters.

No. 22. consists of an original, written by Vencatarow deceased, and a copy written by myself. It was made by me about 20 days before the death of the Nabob.

No. 11. is drawn by me. Roy Anunda Row being about to go to Arcot, it was represented as necessary to employ an able assistant. This is the representation. It is signed by Roy Anunda Row, and has the Nabob's swaad upon it; proposes that defendant Anunda Row should be directed to accompany him to Arcot. Forty rupees is mentioned as the salary.

No. 12. is written by me; it is dated 2d September 1799; it has also the Nabob's swaad. The writing below the Nabob's is mine.

No. 13. is in my hand-writing, dated 24th May 1801; it is an application to the Nabob in favour of defendant Anunda Row, for a Tunka for arrears of pay; it has the Nabob's swaad upon it.

When arrears of pay were due to any servant of the Durbar, the course was, to make an application of this nature through the means of some of the principal officers of the Durbar.

I am acquainted with the hand-writing of the defendant Anunda Row, from having often seen him write.

No. 48. a bundle of papers produced by Mr. Goad, being referred to, a paper (a) dated 15th of February 1798, taken from it, is proved to be in the hand-writing of the defendant Anunda Row—(b) Another of the 28th of June 1798, is also in his hand. The first of the two is an address to the Nabob by the stating, that in pursuance of the order of the Nabob, they had spoken with The second is a list of the names of English writers and Moonshees respecting their salaries; the Nabob's swaad is upon it, and there is in his hand "I have perused it."—(c) Another relative to salaries of Moonshies and others, dated 15th July 1798, is also in his hand. (d) One relative to the different amount of revenues for Fuselee 1207 (corresponding to the period from July 1797 to July 1798.) It does not appear in what part of the year it was written—purports to be a receipt or acknowledgement from Colonel Barrett of a Pervannah for his Jaghire, dated 21st September 1800.—(e) Extract of an Arzee from Hussain al Mulk, dated 15th December 1800, in the hand-writing of defendant Anunda Row.—(f) This paper is also in his hand-writing; it purports to be an account of the wages of servants of different descriptions; it is dated 27th of April 1801.—(g) This is also in his hand; it purports to be the amount of the different districts dependent on Arcot; it respects 1208 Fuselee, corresponding with July 1798 to July 1799.—(h) The body and endorsement of this paper are both in the hand-writing of the defendant Anunda Row; it is dated 27th February 1798; it purports that Roy Anunda Row (brother of Reddy Row) was to go to and requesting proper retinue to accompany him.—(i) The body of this is in Anunda Row's hand; it purports to be a memorandum or arzee from Reddy Row to the Nabob, relative to the sum of pagodas 42, as Nuzzer from the Amildar of Nellore. It is under signature of Roy Anunda Row, and dated the 7th of March 1798.—(k) The endorsement of this is in the hand-writing of Anunda Row: it states that the contents had been translated into English by direction of Colonel Barrett. The body of the paper relates to Fuselee 1207; the endorsement is dated the 3d of April 1798.—(l) This is the hand-writing of Anunda Row. List of names of Buckshees and others, with the amount of their salaries for Fusilee 1208, corresponding to a period between July 1798 and July 1799.—(m) This is in the hand-writing of Anunda Row, dated 6th of November 1798, purporting to be the particulars of the kist of the Tinnevelly country, calculated with reference to the completion of the kists due to the Company not under my signature.—(n) An arzee by Roy Anuda Row, to obtain the permission of the Nabob to settle the accounts of Mr. Johnston. It is under the signature of Roy Anunda Row: it relates to a Tunka granted to him in (o) Is a paper the body of which is in my hand-writing, dated 7th March 1799, relative to a Tonka and Tonagee on the district of (p) The endorsement is in the hand-writing of Anunda Row:

it

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

it purports that it was translated into English by Colonel Barrett's order. The Towagee purports to be in favour of a great number of persons.—(Q) This is in the hand of Anunda Row: it purports to be the amount of the rents of different villages dependent upon Arcot, for the period from July 1797 to July 1798.—(R) This is in his hand: it purports to be an arzee from the other Defendant to the Nabob, requesting him to give a Jaghire to Heakhein Mohummed Khan, dated 30th of November 1798.—(S) This is also in his hand: it purports to be the particulars and amount of different Towagees on different districts, for 1,207 Fusilee (1797, 1798).—(T) This is in his hand. It is also the particulars of Towagees on the Chittoor districts for 1209 Fusilee, 1798, 1799 (no date).—(U) This is also in his hand-writing: it is the particulars of the settlement of Colonel Lindsay's account, up to 15th August 1798 (no date).—(V) The body is in the hand-writing of the Defendant. It is under the signatures of Roy Anunda Row and Senevasa Row deceased, and is dated 13th June 1799: it purports to express Chinnah's wish to have a cowle of the Nellore district, respecting pagodas 75,000.—(W.) Is in his hand. It is signed by Roy Anunda Row: it purports to respect the Jaghire of the old Nabob's son; it is dated the 14th of March 1800.—(X) Consists of several sheets, part in the hand-writing of Anunda Row.—(Y) The body of this is in the hand of Koob Chund, the endorsement in that of Anunda Row. It purports to be a memorandum to the Nabob to remind him that a peremptory letter should be written to the Sheristadar of Arcot, for an account of the revenues hitherto delayed, for the year 1208 Fusilee, 1798, 1799.

No. 19. The endorsement of this is in the hand of the Defendant; it purports to be dated the 20th of July 1798, with the swaad of the Nabob upon it, and the words in his hand, "it is exhibited."

No. 17. consisting of four papers, in the hand of defendant Anunda Row, purporting to be receipts for his salary, with the Nabob's hand upon them: they purport to be dated, the first the 18th of January 1798, the next the 23d of July, the next the 23d of August, the remaining one the 8th of December 1798. Appendix (B.) No. 16.

No. 20. is in my hand: it consists of three sheets. The Nabob's swaad is upon them all. Each is a list of nuzzers from different people, and payments to others. The defendant Anunda Row is mentioned as having received different sums as a Moonshee: on one of them is expressed in the hand-writing of the Nabob, "it has been exhibited." Ibid. No. 15.

I was acquainted with the defendant Anunda Row as a Moonshee and Mootasuddie to the Durbar. The business of Moonshee is to write, that of Mootasuddie to keep accounts; the two offices are often discharged by the same person. He used to be employed in the same department with Roy Anunda Row and defendant Reddy Row, the department of Dewannee Peshcar, and Hindoree Sheristadar. I first remember him in 1206 Fusilee, at the time of his being sent with Roy Anunda Row, when the latter went to Arcot; it was in June 1797. He was absent about two months, when he returned to his former situation, and continued to remain in it till he got an additional employ under Colonel Barrett by the direction of the Nabob. This, to the best of my recollection, was in Fusilee 1210, corresponding to 1800, 1801. In this situation he continued till the death of the Nabob.

I am acquainted with the hand-writing of Roy Anunda Row. The paper produced to me is in his hand: it is in the Maratta language, and purports to be his Will.

Is a letter under the signature of Roy Anunda Row: it purports to be dated Arcot, 17th July 1797. It is addressed to defendant Reddy Row: it mentions having received a letter from Colonel Barrett directing the Aumildar Anwar Ali Cawn to remit pagodas 55,000, to enable him to discharge the debt he had contracted with Dr. Connelly on account of kists, and acquainting him that the Aumildar had told him, it was impossible for him to raise so large a sum from the districts, as it was not the time of harvest, or season for collections; and therefore desired him to write to his brother (Defendant) at Madras to raise pagodas 35,000. It refers to a sum of pagodas 4,000 belonging to Gopaul Row, and pagodas 31,000 belonging to himself Roy Anunda Row (amounting to pagodas 35,000) which he desires Reddy Row (the money being in his hands) to pay to Mr. Latour and Co. through the means of Dr. Connelly. That when he set out from Madras, he brought with him an Enayatnama of the Nabob's in Ibid. No. 8.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

the name of Gopaul Row and Venacatarama Chitty. He further desires Reddy Row to acquaint him when he should have executed his commission; and telling him he would insert the sum in the account of the Revenue, in the name of Gopaul Row, and use his endeavour that the sum should be repaid in the month of Pooratagee, or September.

I am acquainted with the Maratta hand of the defendant Anunda Row.

Is shewn the papers produced by Conary Row (lettered A, B, C, D, E, F,) Letter A purports to be under the signature of defendant Anunda Row, but it is not in his hand-writing; the same with the letter B; no part is in his hand; Letter C, the same; neither letter D, nor E, nor F.

[Cross-examined.]

I am in the service of the present Nabob. I keep the accounts relative to particular gardens at Arcot, and elsewhere, belonging to him. There is no such thing as Dewannee business now. In the time of the late Nabob, it respected the accounts of the revenue: I used to enter and make copies of them. In the time of the Omdut, Roy Anunda Row and Reddy Row were at the head of the department; the accounts were kept by me and others, under their direction and control. The department has entirely ceased. The Nabob retains Reddy Row as honorary Dewannee Peshcar.

The Dufters were delivered to the Commissioners by Mr. Battley, Koob Chund, and Reddy Row. I am not attendant on the Commissioners. I went once there to point out some certain papers to them, which they could not find themselves, relative to Mr. Johnstone's claim.

There was no particular mode of transmitting an Aumildar's accounts; sometimes they were transmitted by himself; sometimes by his successor. If an Aumildar was turned out, they would be transmitted by his successor. The successor to Anwar ali Cawn was Hussain ul Mulk. There was no account relative to the revenue of Arcot transmitted by Hussain ul Mulk.

The Kazana Dufter (or cash account) was kept by Appagee Row and Condul Row: they assisted each other. The cash accounts are now, as should be, in the Kazana Dufter. In Wallajah's time, it used to be the custom to refer to the Cajana account, and enter the items in the Dewannee; in the late Nabob's time, it had entirely ceased.

If an Amildar who had borrowed money of a Soucar was turned out, the Soucar would have to produce, as his voucher, the agreement given by the Amildar, together with the Nabob's Enayatnama encouraging the Soucars to lend.

I know that in the instance in question (of Gopaul Row) there was an Enayatnama; but I knew nothing of the Amildar's agreement it was a transaction in the country. If there was an intimacy subsisting between the Soucar and the Amildar, an agreement from the latter would not be necessary. The acknowledgment of the Amildar would satisfy the Nabob; I cannot say whether any such acknowledgment was made in the present instance.

The persons employed to settle an account of money lent on account of the Circar, were Runga Row and Soondra Row, officers of the Dustcardan department, if they happened to be present, otherwise the officers of the Dewanny. There were four or five that used to write by the orders of Colonel Barrett, viz. Tremul Row, Senevasa Row, Kistna Row, Vencatarama Pundit, Roy Anunda Row, Reddy Row. They were the managers and heads of the department; they had writers under them, whose duty it was to write the accounts. It was optional with Colonel Barrett (the Dewan) to direct whoever he pleased to do it. There was not the same regularity in the Omdut's time, that there had been in Wallajah's. In Omdut's time Bonds were sometimes executed which were never registered at all. The Bonds in question in favour of Gopaul, is entered in the Duskarden Dufter: there is a copy of it in the Dewannee Dufter; but these forms depended on the pleasure of the Nabob, expressed to the Dewan. Sometimes the entry would be in some of the Dufters; sometimes there would be no entry in any. When an entry was to be made, the Dewan directed the Sheristadar, and the Sheristadar gave his order to one of the Writers. The Bond in question was written by defendant Anunda Row; and the entry in the Dewanny Dufter is in his hand.

[Re-examined.]

Appendix (B.) Nos. 3 & 4.

Exhibits N° 2 and 3. produced to him. N° 3. is a voucher: it is entered according

cording to the course of the department. N° 2. is entered in the same manner; it recognizes the acknowledgment of Anwar Ally Cawn as to the receipt of the sum in question.

In Wallajah's time there was regularity, except with respect to borrowing money.

Chinna Reddy Row.

I was Sheristadar in the Dewannee department in the late Nabob's time, under my father Kistna Row. I had frequent occasion to see the hand-writing of the defendant Anunda Row, and of the deceased Roy Anunda Row. I was first acquainted with defendant Anunda Row, when he was sent with Roy Anunda Row to Arcot. He was at the time under the orders of Roy Anunda Row, as a servant of the Durbar, but under the direction of Roy Anunda Row. He was absent for about two months and a half, when he returned to Madras, in the same capacity as before, under the direction of Roy Anunda Row and Reddy Row. I had frequent occasions to transact business with them: they were Sheristadar and Peshcar. The Defendant continued to be employed till the death of the Omdut. Colonel Barrett was Dewan at the time, and as such, the head of the department. Roy Anunda Row and defendant Reddy Row were under him. During this period I was in the habit of seeing defendant Anunda Row doing business in the department.

Is in my hand-writing. The seal is defendant Reddy Row's. It purports to be a statement by him of an instruction by Colonel Barrett to borrow money from Soucars. It is a representation to the Nabob, and is dated 20th October 1800.

[Cross-examined.]

Defendant's Reddy Row's daughter is married to my son; and we are otherwise connected by marriage.

I don't know any thing of defendant Anunda Row being at Cheddumbarum. If he had been there I should have known it.

Duttagee Row, (subscribing witness to the Will of Roy Anunda Row.)

I was present when it was written by Roy Anunda Row, and by his desire I subscribed as a witness. There was another witness, Coodiatum Runga Row, who is dead. It is dated about September 1800. It purports to dispose of two sums, of pagodas 40,000 and pagodas 60,000, with all the rest of his property, to the defendant Reddy Row, charging him with the care of his children and family. He died within a week after. I was nephew to him.

I was a subscribing witness to this paper. It is an assignment from Gopaul Row to Reddy Row, dated 12th April 1802. I saw him make the assignment. There is another subscribing witness, Runga Row, who is dead. Gopaul Row was also a relation of mine. He has been dead about five years.

Appendix (B.) No. 22.

[Cross examined.]

The defendant Reddy Row is my uncle. He has adopted my son, who will of course inherit his property. I live with Reddy Row.

Rama Row.

I was Sheristadar of Arcot in the time of Wallajah. In the Omdut's time I kept the account of gardens and buildings. I remember the defendant Anunda Row at the Durbar, from the time of his accompanying Roy Anunda Row to Arcot. It might be about five or six years previous to the death of the Omdut.

[Cross-examined.]

I have a connection with Reddy Row by marriage. My daughter is married to his adopted son.

John Durstedd.

In the employ of Lautour and Co. I was with them in 1797. I remember an account opened with them in that year, in the name of Mobarrick Jawn Assim Cawn. The transactions under that account were negotiated by Dr. Conolly. Refers to entries on debit side of the account in June 1807.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

[Cross-examined.]

I don't produce this as the kist account of the year referred to.

Acknowledges signature of Coulon (deceased partner) to an account current with Paupiah, of T.

These are entries on the books correspondent with the account.

Examines the cash book. I find no entry of my advance whatever by the house to Dr. Conolly, or on his account, during the month of June. If there had been any such advance to Dr. Conolly in that month, it would have appeared in the cash book; and being entered there, it would have been carried into the ledger and journal.

Reads from the receipt-book entries of a receipt of pagodas 1,000, under date the 4th of August 1797, on account of Teeps.

There appears in the ledger, under date the 15th June 1797, a payment to Condul Row, of two different sums; viz. one of pagodas 28,130, the other of pagodas 85,323. 15. 64. amounting together to pagodas 1,13,453. 15. 64. on the debit side of Mobarick Jung Assam Cawn's new account. It was a cash payment and appears in the cash book.

The balance of this account of Mobarick Jung Assam Cawn, is transferred to the account of the late Nabob.

Reads from letter-book, under date 26th of July 1798, entry of a letter to the late Nabob, referring to an advance on the 15th June 1797, as a special service to the Nabob.

Account current of the house, dated 31st December 1797, containing an entry on the debtor side, the account charging Nabob with a balance of pagodas 44,000 odd, due on the advance made on the 15th June of that year.

Part of the sum so advanced appears to have been supplied by Paupiah. Credit is given to him. Two sums (part of the aggregate sum) appear transferred in July to the credit of Parry and Paupiah.

Vencata Row.

I was Amildar of Manargoody under Paupiah, from the 5th of January 1799, to the month of September of that year. N° 10 is a letter from Ramasawmy, brother of Paupiah, dated January of the same year. N° 11. is from A. Paupiah to me, dated the 11th January, received during my Amildarship. They are both addressed to me, as Amildar. The next is of the 3d of May of the same year, directing me to return to Madras. The next is the 11th May. The next is the 12th of May 1799. The next is the 29th June, from Paupiah to me. The next is the 14th July, from same to same. The next is of the 11th August, from same to same. The next is the 15th of September, from same to same. They are all addressed to me, on the subject of the Amildarship. Before I became Amildar there had been no Amildar. The country had been taken possession of about twenty days before by Ramasawmy, the brother of Paupiah. During these twenty days it was managed first by Appoo Row and afterwards by Vetal Row, both as Peshcars. I succeeded Vetal Row.

The letters produced are in the hand-writing of Ramasawmy, brother of Paupiah. The first.

The next is in Maratta, but signed by Ramasawmy in Gentoo.

The next is from Ramasawmy to Appoo Row, also in Maratta, purports to have been received the 18th of December (no year.) From Ramasawmy to dated 24th December 1798. From same to Vetal Row, dated 30th December 1798. From same to same, dated 6th January 1799.

I was succeeded by one Govindoo Pillay, by means of Bavanee Shuncara Row, about the beginning of October 1799.

The paper produced is under the signature of Paupiah. It is dated the 8th of October 1799, stating that Bavanee Shuncara Row was appointed.

The defendant Anunda Row was not employed under me in the Talook of Manargoody. He was not in the employ of the Cutcheree during my time. There was another man of the name of Anunda Row employed there. He was employed as Majoomdar, writing the Maratta accounts, some time before I ceased to be Amildar. I cannot speak to his hand-writing.

[Cross-

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

[Cross-examined.]

I have seen the Anunda Row, to whom I allude, lately at Madras. I saw him once or twice within these twenty days in the fort. I don't recollect his country name; he was for some time my Majoomdar. Before him one Reddy Royaloo was my Majoomdar. The latter served during the greater part of my time; the former served me the last two months.

Previous to the time of Paupiah taking possession, I was Amildar of five different Talooks, viz. Cheddumbarum, Manargoody, Bawanagarrie, Teroo-Covaloor and Calla-Coorchy. Paupiah took possession about November 1798.

Vetal Row.

I was Peshcar of Manargoody under Paupiah. It was taken possession of by his brother Ramasawmy in December 1798. At that time Appoo Row was Peshcar; he continued for a week after Ramasawmy took possession, when I succeeded. I had correspondence with Ramasawmy while I was in office. The letter already given in evidence, (produced,) was addressed to me by Ramasawmy, it is dated 24th December, directing me to remit pagodas 5,000; it is addressed to me as Peshcar; is dated the 30th of December 1798, on the subject of the Talook. These are also addressed to me on the same subject. The defendant Anunda Row was not employed under me there during that time. My grandfather and Defendant's father were brothers. He is a relation of mine. He was formerly an inhabitant of Cheddumbarum; but while I was employed in the Talook he was at Madras. We belong to Cheddumbarum; I remember him coming there on account of his health about the end of the Fuslie 1208, corresponding with July 1799. On ceasing to be Peshcar of Manargoody, I returned to Cheddumbarum, where I continued five or six years. Excepting the time I have mentioned, I never saw the defendant Anunda Row in the Talook.

[Cross-examined.]

When he came on account of his health, he remained there two months, and then returned to Madras.

I was Peshcar twenty-five days; the defendant Anunda Row never was under me. I live with my brother's son; defendant Anunda Row is a tenant in the same house.

Appoo Row.

I was Peshcar of Manargoody under Paupiah, when the latter took possession of the districts. His brother Ramasawmy having taken charge of them, appointed me Peshcar. The first is a letter from Ramasawmy to me, dated the 12th of December 1798, directing me to take possession of the Talook; stating that he had sent a Sunnud, and desiring me to take possession. In the next I am addressed as Peshcar of Manargoody; it is dated the 2d of Margery; I received it while I was Peshcar; it is in answer to a letter of mine on the affairs of the Talook. The next is the 6th of Margery, addressed to me also as Peshcar. The next is the 7th of Margery, 8th Fuslee, relative to the appointment of Vetal Row. The next is the 18th of December 1798.

Defendant Anunda Row was not in employ at Manargoody while I was there.

I was examined before the Commissioners, being in the service of the Commissioners. I was desired to attend there.

[Cross-examined.]

I was recommended to the Commissioners by Mr. Wood. I had been waiting on Mr. Hurdis for employment.

Shashagery Row.

I was in the service of Paupiah as Peshcar of Manargoody, from the beginning of January 1799, to about the middle of October in the same year. I was the only Peshcar of that place during that period.

The defendant Anunda Row was not in employ at Manargoody while I was there. I have known him these four years at Madras. There was another of

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

that name employed there in the capacity of Majoomdar; he was recommended by Reddy Row, who had occasion to quit the place; he was a relation of his. He had a cross mark up his forehead.

The paper produced is in Reddy Row's hand-writing. It is a letter purporting to be an undertaking on the part of Reddy Row for the diligence and fidelity of the person recommended by him.

I was examined before the Commissioners—I stated the same before them.

[Cross-examined.]

I was removed from Cheddumbarum by Paupiah while I was Peshcar under him, and had a man placed over me. He had required me to raise pagodas 8,000 as a Nuzzer; but not thinking that I could consistently do it, he resented it, and displaced me. I was not confined on a charge of embezzlement; my situation did not enable me to embezzle, being only Peshcar.

I deal now in merchandize; I don't deal in Nabob's Bonds.

Sababady Jyah.

An inhabitant of Manargoody. I am one of the Meerassadars; I was resident there in 1207, in 1208 and 1209 Fuselees, 1797, 1798, 1799, 1800. I remember Vencata Row there under Paupiah.

I first knew defendant Anunda Row in Madras in 1210 Fuselee, when several inhabitants, including myself, had occasion to wait on Colonel Barrett. I never saw defendant at Manargoody, either in the time of Vencata Row, or at any other time. I must have known if he had been so employed.

Tellenaiaga Pillay.

One of the Nattawars (or principal inhabitants) of Manargoody. I was resident there in 1207, 1208, 1209 Fuselee, 1797, 1798, 1799, 1800. I am not acquainted with defendant Anunda Row; I see him now for the first time. I must have known him if he had been employed in the Cutcheree there.

[Cross-examined.]

I don't know the meaning of Fuselee.

[Re-examined.]

I used to go to the Cutcheree there once or twice in a month. I have lived there all my life. I never saw him there in the years referred to.

Sama Row.

Nephew of Vetal Row, and related to defendant Anunda Row. I was employed in the Cutcheree of Cheddumbarum in 1207 Fuselee (1797) as Persian writer, in conjunction with Vetal Row. I was at Cheddumbarum in 1208. In 1209, I was at Manargoody. I understood the defendant Anunda Row during those years to have been at Madras. He was not in either of those districts during those years.

[Cross-examined,]

As to his relationship to the Defendant.

Nizim Odeen Ahmed Cawn.

I am acquainted with the defendant Anunda Row; I remember him during the time of Omdut. The Nabob was my father's brother, my maternal uncle. The first time I had occasion to know the defendant Anunda Row, was on the 12th, 13th Hejera, in the month of Suffer, corresponding to July 1798. I had gone to Colonel Barrett's, to converse with him on a particular subject, when I happened to see him there. I never knew him in any business of my own. I wanted charge of two particular districts: Colonel Barrett wishing me to rent them, and there being a reference on the occasion to the defendant Reddy Row, it was then that I saw the other Defendant, and had occasion to speak with him on the subject. Colonel Barrett having spoken to Reddy Row on the subject, the other Defendant was sent to me with messages by Reddy Row.

Sababadee Row.

I am Peshcar in the service of Abdul Cawder Cawn Behader. I was in the

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence,

the habit of going to the Durbar in the time of the late Nabob, on account of my principal. I had known the defendant Anunda Row four years previous to the Nabob's death. I had frequent opportunities of seeing him there. I have often seen him write in Maratta; I know his hand-writing in that language. Abdul Cawder Cawn had been a renter of several districts. In settling about them I had frequent concern with the office in which he did business.

Looks at the exhibits marked A, B, C, D, E, F and G.

The body and signature of A appears to be in the same hand; none of it is in the hand of defendant. The same as to B; the same to C; the same as to D; the same as to E; the same as to F.

The paper marked letter G, (letter is in Malabar.) Defendant Anunda Row does not write, nor understand Malabar.

Succah Ram.

I am acquainted with defendant Anunda Row; I have been in habits of correspondence with him, and know his hand-writing. I am now a writer in the service of the wife of the present Nabob, relative to house expenses.

Looks at the Exhibits marked letters A, B, C, D, E, F. They are none of his hand-writing.

Senevasa Row.

I know defendant Anunda Row; I have been acquainted with him these fifteen years. I first knew him at Arnee, afterwards at Madras. I have been intimate with him, and am acquainted with his Mahratta hand.

Looks at the same Exhibits, lettered A, B, C, D, E, F. They are not his hand-writing.

I never saw him write or read Malabar.

Buckshee Ram Row.

I was a Buckshee in the time of the late Omdut, and am so still. The list of servants in my department was made out by me. There were lists made out after the death of the Nabob. There was a general one, and particular ones besides, referable to particular departments. The general list consists of six sheets, subscribed by me and other Buckshees; defendant Anunda Row's name is there. The arrears of pay mentioned as due to him is pagodas 292 odd.

My signature and that of Bannagee Row are to this certificate. The arrears are calculated from 1799 to the accession of the present Nabob, at 15 pagodas per month. Credit is given for pagodas 50.

I cannot at this time charge my memory with his having been in the service; I believe he was. The Defendant belonged to the department of Ballagee Row deceased.

The list was made out and sent to Government about three years ago.

[Cross-examined.]

I remember Ballagee Row being questioned at Mr. Smith's office for improperly inserting names that ought not to have been there. He was committed to gaol for it by the magistrate; he remained about forty days in prison.

[Re-examined.]

The charge against Ballagee respected another distinct list in the English language. There were two others committed with him on the same account.

Narasimma Chary.

I was employed, during the time of the late Nabob, under Syf ul Mulk, and had on that account frequent occasion to go to the Durbar, in consequence of a dispute between my master and this led me to know defendant Anunda Row, whom I had seen at the Cutcheree. The first time that I saw him was in May 1796. I was in the constant habit of going there from week to week, and continued seeing the Defendant there till the death of the Nabob. I used to see him at the Durbar.

[Cross-examined.]

I remember Defendant being often with Roy Anunda Row about the time

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

that the latter was going to Arcot. Roy Anunda Row was my neighbour, and that is what makes me recollect the time so particularly. I am in no service at present.

Tremul Row.

I was a writer, and kept the account of the cavalry in the service of the Nabob, during the time of the late Nabob. I knew the defendant Anunda Row these four years previous to the death of the Omdut.

No. 23. was written by me, by the direction of the present Nabob, about three years ago. It is a certificate that so much was due to Defendant for 22 months and 27 days, at pagodas 15 per month.

[Cross-examined.]

I don't know how the Nabob could know that Anunda Row had been in the late Nabob's service. The lists were made out from these certificates.

[Re-examined.]

The certificates were made out from papers in the dufters.

Shasha Acharaloo.

I live at Triplicane. The defendant Anunda Row was a lodger with me in May 1797 for a month, when he went to Arcot, and returned in about three months, and continued living with me for the space of two years and a half.

[Cross-examined.]

I have not had any conversation with Duttagee Row on the subject of giving evidence with respect to the Defendant having lived at Madras.

Carriky Hully Shasha Acharaloo.

I am neighbour to the last Witness; our houses are separated only by a wall. I remember defendant Anunda Row living with him about twelve years ago, for about two years and a half; he commenced in May 1797.

[Cross-examined.]

I recollect the time, from the circumstance of its being about the time of the feast at Gonjeveram, and of an intention to go to Ramiseram.

Conary Achary.

I am deputy to the priest who officiated for defendant Anunda Row. The priest himself is at Seringapatam. The first time of my officiating for him, was when an annual ceremony was to be performed for his deceased father; he was lodging at the time with a Bramin at Triplicane. I continued attending him, when any periodical ceremonies were to be performed.

Mahomed Navas Khan.

The son of Anwar Ally Khan. My father has been dead about ten years, more or less. I don't know what has become of his seal; I have not seen it since his death.

Kistna Row.

I was under Anwar Ally Khan as Peshcar, when he was renter of Arcot. I remember Roy Anunda Row coming up to Arcot at the time, and the defendant Anunda Row also. Appoo Row and Anunda Row (not the Defendant) were Sheristadars at the time. Anwar Ally Khan arrived at Arcot in June, 1797, in charge of the district, and remained there about two months and a half; the defendant Anunda Row, with Roy Anunda Row, were there during that period. He was Amildar for two months and a half; before the expiration of that period, he went to some other districts, and thence to Madras, where his accounts were made up. I continued as Peshcar during his Amildarship, and afterwards under his successor Hussain ul Mulk. I continued in that situation till the Company took possession of the country. Some time after that, I returned to Madras, where I have remained three years. I was present at an interview some months ago, between Paupiah and the defendant Reddy Row about four months ago at Triplicane, between two and three in the morning; in consequence of a message, I went to the house of Soobarow, and

from

from thence, in consequence of a conversation, to the house of Reddy Row, where a conversation was proposed between Paupia and Reddy Row, to which Defendant at length agreed: The conference took place; when Paupiah accused Defendant of being the cause of prejudicing him. After some conversation Paupiah proposed that if Defendant would consent to pass all his Bonds, without making objection, he would be his intimate friend, and be of all the use to him in his power; Defendant refused. A message was sent to the same purpose, but Defendant still refused.

[Cross-examined.]

I was the person who sent Anwar Ally Cawn's accounts to Madras. It belonged to the Amildar and his people to make them up. I directed the Sheristadars to carry them to Madras. I remember Jupt being taken by Hussain ul Mulk; it means taking possession of the country, and examining the accounts. The new Amildar takes possession of them, but did not seal them. Anwar Ally Cawn having been grandson to Wallajah, they were not sealed. After Anwar Ally Cawn came away to Madras, I, as Peshcar, had the whole management. The Sheristadar's duty was to keep the accounts; but I, as Peshcar, had the general superintendance.

[Re-examined.]

The object of taking Jupt, is to ascertain when any fraud has been committed; it relates to the revenues. The succeeding Amildar has no concern but with the revenues. If money was borrowed, the new Amildar takes account of it; the person to render the account is the existing Amildar. Unless in case of fraud and embezzlement the successor does not render an account of his predecessor's acts. None was rendered by the successor of Anwar Ally Cawn of Anwar Ally Cawn's Rentership. He was on a survey, and went to Madras, and was succeeded by his brother. They were all one family, and it was not to be considered as a supercession.

Soondara Row,

Mootaseddie of the Dushcardan Dufter. I was in that situation for the period of 23 years. The Dushcardan relates to the borrowing of money by the Nabob of different persons; such loans are always inserted in that Dufter. I remember the entry of the Defendant Reddy Row's claim in that Dufter. I am attending the Commissioners, and have lately seen the papers relative to that claim produced by Mr. Goad. I remember its being entered in the Dufter, about twenty days previous to the death of the Omdut. There was a search made for them when the claim was first preferred, but it was not then found; but was found after. I remember the Dufter being arranged on the part of the Commissioners, preparatory to the investigation of claims. The papers relative to Reddy Row's claim were not seen by me in the Dufters, till they were found there by Mr. Goad. I was not present when they were found.

There are no claims for servants wages in the Dushcardan Duffter. Poona Pilla's claim is for

I remember Defendant, Anunda Row, at the Durbar in the time of the Omdut. He was Moonshee under Colonel Barrett and Reddy Row. I knew him in that situation for four years, during which I had frequent occasion to see him.

I was present when an interview took place between Paupiah and Defendant Reddy Row at Reddy Row's. Absent four months ago. It was in July; I had been sent for to be present by Reddy Row. [Repeats pretty much what was said by Kistna Row.]

[Cross-examined.]

When the Dufters were searched, the persons present, were Koob Chund, Defendant, Reddy Row, Tremul Row, and others.

Runga Row,

One of the Mootaseddies of the Dushcardan. I am acquainted with the Defendant, Anunda Row. I knew him for four years previous to the Omdut's death. I had occasion in the course of the business of my office to see him repeatedly during that period.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

I remember the papers relative to the claim of Reddy Row being entered in the Dushcardan about 20 days previous to the death of the Onrdut. I saw them afterwards at the Commissioner's office.

The papers produced by Mr. Goad being shown him, he says they are the same that were formerly entered in the Dustcardan. One of them is in my hand-writing. It is a memorandum of the Bond in favour of Gopaul Row, for pagodas 38,000, having been entered in the Dustcardan Dufter, with interest at 12 per cent. and payable in four months. The memorandum was made at the time of the entry.

Present about four months ago at an interview between Paupiah and Defendant, Reddy Row, of which he gives the same account already given by the preceding witnesses.

Sometimes the Bonds were made by the officers of the Dustcardan, sometimes not. When the Bond was made by the officers of the Dustcardan, the entry was made at the same time. If it was made by any other officer, they were then entered at any subsequent time, as it might happen.

[Cross-examined.]

The accounts of Creditors of the Nabob were in general settled at the Dustcardan. The account in question was not settled at the Dustcardan. If the money was borrowed on account of the Talooks, then the account was settled at the Dustcardan. In that case the Bond was made there, or at the Dewannee, or in the Cojanna department. If the money was borrowed at Madras, then the Bond was made either at the Dustcardan or Cajana department. By Creditors, I mean persons of whom the Nabob had borrowed money. The Bond in question was made out in the Dewanny department under the charge of Reddy Row, the Peshcar, and Tremul Row, and others, Moostaddies and Moonshees. It appears to be in the hand of the Defendant Anunda Row.

[Re-examined.]

If money was borrowed for an Amildar, the most regular place for its entry is the Dewanny department, whether it is borrowed in the country or at Madras.

William Parker

I remember the arrangement of the Dustcardan. The papers were arranged alphabetically according to the names of the persons to whom they related. Each parcel was ticketted with its appropriate name, but I do not know that any particular list was made. I recollect, when the claim of Defendant, Reddy Row, came to be investigated, that no papers were found relative to it in the Dushcardan; but I do not remember that any elaborate search was made in the Dushcardan at the time for the purpose, and the necessity of making one after was removed by our finding them in the Dewannee.

I was present with Mr. Goad when the papers on which we proceeded relative to this claim were found in the Dewannee.

I was present when the papers produced by Mr. Goad were found in the Dustcardan Dufter.

The occasion of searching the Dustcardan Dufter were from a suggestion that Bonds had not usually the seal in the middle; a search therefore was made in the Dustcardan, for old cancelled Bonds relative to this fact. In the course of that search we found the papers that have been produced by Mr. Goad. To the best of my recollection it was on the 7th of this month. They were found in a bundle ticketted with the name (I think) of Poona Pillay. I saw it in Mr. Goad's hand. I don't know what was the nature of Poona Pillay's claim, as we did not examine it. We have had one of his claims under investigation. We have only taken his examination. It is for an arrear of pension. We should not have expected to have found papers relative to such a claim in the Dushcardan. I believe he said he was a Bond Creditor also; but we have not announced him as such. These papers of Reddy Row's were not the only ones found in this bundle, not connected with Poona Pillay. There were others relative to above twenty other claims found in the bundle under his name. How they had got there I do not know. It must have been by mistake.

[Cross-

[Cross-examined.]

The papers relative to this claim on which we originally proceeded, were all found nearly about the same time.

There were no papers relative to Anunda Row being in the service of the Durbar produced at first. There had been no question as to that fact; there were some found afterwards, which have been produced in evidence.

The object of our arrangement of papers was to keep different claims distinct. It was not negligently made; nor so accurately as to preclude the possibility of mistake, if the same mixture that was found under Poona Pillay's bundle had been found under every other bundle, it would have caused confusion, and implied carelessness.

An opinion has been expressed that the opposition to the claim of Reddy Row was unfounded. If I had not entertained an opinion in favour of Reddy Row's claim, and against the attack made upon it, I should not have joined in recommending the present defence.

The Act of Parliament admits objections to claims; and states the ground on which the Commissioners believed the claim, disbelieving the evidence of Beema and Arnachella Row.

[Re-examined.]

A time has been limited for making claims and objections, according to instructions from the Commons in England. The objection made by Mr. Light was out of time. We had (I think) a discretion to receive the objection, but we did not think proper to recede in that instance from our own limitation. We did in fact however receive it, from a desire to release Reddy Row as soon as possible, as his services were important to us.

The evidence was taken down, and on oath. We received all the evidence offered by Mr. Light. One or two Witnesses might be examined after he withdrew his objection to another tribunal.

Hussain Shaw,

In the service of the Commissioners. When papers were wanted, the keys of the Dufters were given to me to get them. The keys were usually kept by Mr. Chapman in his desk. When the office was shut in the evening, the key of the desk was taken away by him. The keys of all the Dufters were kept together in one place. I never had the charge of the keys; they were always in the charge of Mr. Chapman. When papers were wanted, different people were sent for them, as it might happen; Koob Chund, Tremul Row, &c. &c. I am well acquainted with the situation of the Dufters. Mr. Chapman also came down with the Commissioners from Bengal.

John Battley,

In the service of the successive Nabobs upwards of thirty years. I was in the service of the late Nabob during the whole of his reign, as deputy English Secretary, and Persian Translator, the same situation which I had held under the Nabob Wallajah.

It is within my knowledge that the claims against the Nabobs have been in the market for many years past.

From my situation in the Durbar I could have purchased to advantage, had I thought proper. I never have made any purchase, or entered into any speculation of the kind, nor am I interested directly or indirectly in the subject, except as acting executor to the late Captain J. Smith of the Nabob's service, for the benefit of whose estate I have as such made a small claim.

I remember the Defendant, Reddy Row, and his brother Roy Anunda Row, formerly in the service of the Nabob Wallajah. Roy Anunda Row was Dewanee Peshcar, and head Sheristadar, and Roy Reddy Row was Hindory or Maratta Sheristadar; they are situations of confidence. I remember their being re-instated in the same situations, about a year and a half, or two years after the accession of the Omdut. It was, I think, some time preceding the appointment of Colonel Barrett as Dewan. Colonel Barrett, before he received that appointment, was high in the confidence of the late Nabob. The occasion of his appointment was the failure of Colonel Lindsay in the payment of the Arcot kist. The Nabob expected to lose his country in consequence of

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

it; the failure happened at the time when the payment should have taken place. By the treaty of Lord Cornwallis, the 15th of every month was the last day given for the payment of the kist due on the first.

I remember Roy Anunda Row going up to Arcot; to the best of my recollection it was in 1797. I understood it to be in consequence of Colonel Lindsay's failure. It was (I believe) soon after that event.

The late Omdut was to my knowledge in the habit of raising money from Soucars. They were prohibited by the government of Madras from lending. I was in the constant habit of going to Colonel Barrett's office, he being my immediate superior; I have there frequently seen negotiations for loans going on between the defendant Reddy Row and Soucars.

I have seen the defendant Anunda Row at the Durbar during the time of the Omdut; I was in the habit of frequently seeing him there in the office of Colonel Barrett. It was the same office in which the other Defendant and Roy Anunda Row used to transact business; I attended at it daily, unless prevented by some particular cause. I in general found the Defendant Anunda Row there. To the best of my recollection I had been in the habit of seeing him there between two or three years, or nearer three, preceding the death of the Omdut. I did not at that time know his name. I have no other means of recollecting him than from having so repeatedly seen him there. It was at the public office of Colonel Barrett at the Durbar that I used to see him; I was not in the habit of going to Colonel Barrett's private house.

I recollect the last illness of the late Nabob; I remember being informed of its being likely to be mortal. I was informed of it by Colonel Barrett; he told me, that according to the information he had received from Dr. Fitzgerald, he conceived he could not recover; and pointing to Defendant, Reddy Row, he said he must see justice done him or he would be ruined. I told him in that case he had no time to lose. I understood it to relate to advances made by the Soucars to Defendant.

I was present at the execution of the Nabob's will on the fourth of July, when his Highness also executed a Bond in favour of Dr. Fitzgerald. He was capable at the time of transacting business. There is a claim of Paupiah's on bond dated the first July.

A few days after the accession of the present Nabob to the Musnud, Defendant, Reddy Row, came to Bungalow, called Roushan Chokie, where the Nabob was sitting, and I was present, and produced a bundle of papers; the Nabob asking him what they were, he replied that they were claims of his upon the late Nabob. The Nabob said he would render him every assistance in his power when an opportunity offered; and desired him to take them down to the English office, and show them to me. He did so. I found them to consist of Bonds and Enayatnamas of the late Nabob, in favour of Soucars and money-dealers, some of whom I personally knew. On this occasion, I saw one in the name of Gopal Row, for pagodas 38,500, and several in the name of Duttagee Moodely Appah; one in the name of Venaigum, one in the name of Verdaraja, one in the name of Viscanada Taker; with others, in the name of others whom I do not at present recollect. I looked at each of them in succession, and, observing that they bore the Byze and Seal of the late Nabob, which was then fresh in my memory, I concluded them to be good, and reported them as such to the Nabob.

I remember having seen the Bond in question again about four years ago. It had been sent to me for my opinion as to its authenticity. I carried it to the Durbar, and asked the Defendant if it was a good one. He said it was; that it was one of his own; and he reminded me of my having seen it before. At his desire I applied to the Moulavie, to send to the Dufters to search for the vouchers. The Nabob's Dewan (the Molavie) Tremul Row, and others, were present at the time. The Dewan Peshcar, with Cajana Soobarow (head clerk of the Treasury) were accordingly directed to bring the vouchers from the Treasury office; and he at the same time directed another of his confidential servants to go with Narrain Row (the Dewanny officer) to the Dewanny Dufter, and bring the vouchers from that registry. They did accordingly. Soobarow produced from the Cajana an account, in which he pointed out a sum of pagodas 35,000, as made by Anwur Ally Khan, together with original receipts from the house of Lautour, all which he showed to me, in support of the claim. From the

Dewannee

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence.

Dewannee Dufter several papers were produced relative to it; to two of them I particularly adverted. One was an account on which the Bond was said to have been granted. The other was a Sevaal, or application for the Bond. Both these papers had the Swaad, or Signature of the late Nabob upon them. They were both indorsed with official marks of office. On inquiry whose indorsements they were, I understood that the one was Roy Senevasa Row's, one of the head Sheristadars, the other was the Defendant's, being the Hindovee Sheristadar; so I was told by Tremul Row, Sheristadar. Having seen these documents I was satisfied of its validity. I had been acquainted with Roy Senevasa Row. He died a considerable time before the late Nabob. I had seen the receipts before, on occasion of the discussion that had taken place between the house of Lautour and the Nabob in 1799—1800, when they were produced by a man of the name of Appagee Row, since dead, but then head clerk of the treasury. [Refers to the account of the house of Latour.] I brought it from the Durbar. The palace was mortgaged for the balance.

From the accession of the present Nabob the Dufters were never opened but by the permission of the Moulavie. The fourth day after the death of the Omdut I was present when they were sealed up. The keys of the place where they were kept were subject to the orders of the Dewan. I believe nobody had access to them from that time without the orders of the Moulavie. I had his permission for the inspection of them, relative to the Bond in question. I had permission from him at other times, on other occasions. I could not have had access to them without his permission, or that of the Nabob himself. When there was occasion to have access to them, in general Comarasing, the Dewannee Peshcar (Deputy to the Moolavie) attended. He was adverse to Reddy Row, from an apprehension of being displaced by him in his situation.

I remember the removal of the Dufters to the office of the Commissioners. I attended the removal with the Dewannee Peshcar, Raja Loot Jung, Bagalee Row, Defendant Reddy Row, Tremul Row, Sheristadar, and several others.

I recollect some papers being surreptitiously taken from the Kajana Duffter; some of them were afterwards recovered. I was present at the inquiry on the subject, when the persons accused confessed. They all belonged to the department of the Kajana. The present Nabob kept his money there, and they of course had access to the place; the other Duffters were not so accessible.

I was employed in making out lists of servants for the purpose of their being paid by this Government after the death of the late Nabob. There had been a Committee appointed on the part of Government, of which Mr. C. Smith was a Member and Secretary. The claims were first made to the Committee, and by them sent to the Durbar in English, under the seal of the Company, and the signature of the Secretary to the Committee. They were then translated into Persian, and a copy of the translation given to the Buckshee of each department, for the purpose of ascertaining the arrears due to each in each department. Abstracts were made in Persian, the arrears due to each individual specified, and the abstracts signed by the head of the particular department. A general list was then made out in Persian, signed by the several Buckshees, and then a list corresponding with the several names and abstracts in English, and after a careful examination as to the arrears due to each, and a reference to their several appointments ( ) by me and the Nabob's Dewan, the English list was, under my signature, as Secretary to the Nabob, sent to the Committee with a letter from me. The Persian abstracts and lists were kept locked up in the English office in a chest. The lists examined were from N° 1 to 62 or 63 [looks at one of the lists (N° 3,) and says it is one of those that he returned]. The name of Anunda Row appears, with a balance annexed to his name of pagodas 209, 29, 42. All these claims had been examined, before a report was made to the Committee on the subject; two in this list had been rejected. There were attempts at fraud in some of the lists transmitted by the Committee; I remember instances in three lists. The attempts were in N° 89, 90, 91; they were detected previous to my examination of the Claims; they consisted in inserting names of persons who had not claimed before the Committee; I ascertained by whom the attempt had been made; the extent to which it had gone will appear on the face of the papers themselves. The names so added are (in the lists returned by me) rejected. I found no vouchers in the Durbar in support of those claims. The attempt was confessed by the authors; it has no connection with the list in which Defendant's name appears.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (A.) Evidence. Appendix (B.) No. 10. Ibid. No. 11. Ibid. No. 17,

It was subsequent in time by a year to the return of the lists in which Defendant is included.

I had frequent occasion to see the late Nabob write, and have translated papers from drafts in his hand-writing. I was Deputy English Secretary to him during all his time. [N° 26 being shewn him] He says he thinks the words at the top are in his hand; "Let it be entered in the Talook." The superscription on this is also in his hand; "The Kajana, and Mohummudpore (Arcot) are both the same." The writing on the top of this is also his. "The words on this "from the (answering to the) 2d September 1799 pagodas 15," are in his hand. Two of them have the Nabob's Swaad, another has the Swaad, with the addition, 'I have seen it."

N° 48b has the hand of the Nabob upon it; it is a list of payments to English Writers, Persian Writers, Moonshees, &c. to date corresponding with 15th July 1798. The words on it are "this came under my inspection."

N° 48i has the Nabob's Swaad upon it. It purports to be a list of articles wanted for Roy Anunda Row, indorsed 27th of February 1798; this application was signed by the Nabob, and agreeably thereto a copy was given to Roy Anunda Row.

N° 48l has the Nabob's Swaad on it. It purports to relate to debts of Narrain Chitty, and others, and to have been translated into English by direction of the Nabob.

These are the papers I saw as produced from the Dufters, when it was referred to me to examine the Bond in question.

The Defendant was, from the death of his brother, the principal native servant under Colonel Barrett at the Durbar. The revenues, and accounts of them were, as such, under his control, subject to Colonel Barrett and the Nabob. He continued to enjoy their confidence to the death of the Nabob, and has continued to enjoy that of the present Nabob. I never saw or heard any thing to the prejudice of his integrity.

[Cross-examined.]

On my examination before the Committee, I was at first questioned only respecting the Bond; I recollected then what I have now stated, but was not questioned to the whole of it. I mentioned having carried it to the Durbar to Reddy Row, as I have said now. When I was applied to about the Bond four years ago, I did not know that he had any concern in it; it had at the time escaped my recollection that it had been shown to me before by him. It did not occur to me when it was referred to my examination, that I had seen it before; if it had, I should not have thought it necessary to have examined it. I applied to Defendant, as the person the likeliest to give me correct information on the subject.

I attended the Commissioners a second time on the subject of this Bond at their instance. It was referred to me to see whether it was correct.

I have seen Koob Chund at Colonel Barrett's occasionally, when Colonel B. had sent for him. He was attached to my office.

I have been applied to about many Bonds; many have been sent to me; many I examined; many I sent back without examining. I don't recollect one of Tremul Row, or telling him that it was not in the Dufter, and finding afterwards that it was.

The application at the Roushan Chokie was about a month after the death of the late Nabob.

(Signed) T. A. STRANGE.

Appendix (B.) Exhibits.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (B.) Exhibits.

— 1. —

THE sum of thirty-eight thousand and five hundred star pagodas, the half of which is nineteen thousand two hundred and fifty star pagodas, on account of the necessity of my own affairs for the purpose of paying the Company's Kists, has been received from Gopaul Row as a Loan to run at interest. Please God, the said sum, with interest at one pagoda per cent. per mensem, shall be delivered in fourteen months time, and this Bond taken back.

1210. Omdut ul Omrah
Amger ul Hind, Walla Jah.

The sum of star pagodas 38,500.
Written the 11th Suffer 1213, Higeree W.

— 2. —

Aweerjuh, or Abstract of Loans from Bankers or Merchants on separate sheets from the 11th Suffer 1213.

Gopal Row.

According to a Bond dated 11th Suffer 1213, interest at 1 pagoda per cent. per mensem, payable in fourteen months,
Through Roy Reddy Row,
Star pagodas 38,500.

— 3. —

Translation of a paper found in the Dewanny Dufter, purporting to be the Suwaul relating to Gopaul Row's Bond in a term of a representation from Colonel Barrett to the Nabob.

"The Nabob's Alif and Swaad."

Last year being 1207, Fusly (1797—8), the management of the Mehals composing the Sooba of Mohummudpore (Arcot) was for a time intrusted by your Highness to Anwur Alli Khan, when he borrowed from certain Bankers star pagodas 42,000, thirty-five thousand from Gopaul Row, and seven thousand two hundred and sixty-five from Jewanna Naig, and remitted the amount to your Highness in the way of an advance. The above sum has been expended partly on account of the Company's Kists through Mr. Latour, and partly on account of your Highness's own expences; accordingly the amount borrowed from the above persons has been entered in a statement of the Collections of the aforesaid Mehals, up to the period of the removal of Anwur Ally Khan, which has been received under his seal and signature in the Dewanny Records. Besides this, Enoyetnamas have been granted by your Highness to the Bankers, encouraging them to make advances without apprehension to Anwur Ally Khan, and assuring them, that if he should be removed before their Loans had been repaid, they should be made good by the Sircar. The Bankers are in possession of those vouchers, and now demand payment of their loans, adverting to the scarcity of money. I have endeavoured to satisfy them by proposing as an arrangement, that for the present Bonds of the Sircar should be granted to them, payable at the expiration of a certain period, and that the amount of those Bonds should be paid to them hereafter at the time specified. Accordingly the Bankers have now consented to take such Bonds. I therefore

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (B.) Exhibits.

caused to be prepared, and now send to your Highness, a memorandum containing a statement of the pecuniary transactions with Gopaul Row, and a Bond for the sum of 38,500 pagodas, including interest, in the name of Gopaul Row, and a Bond in the name of Jewana Naig for 7,265 pagodas. I am hopeful that your Highness will honour them with your seal and signature, in order that they may be given to the Bankers for their satisfaction.

11th Suffer 1213, Hegiree: 26th July, A. D. 1798.

[Indorsed on the back.]

"Inspected.

"Examined."

— 4. —

Translation of a Persian paper found in the Dewanny Dufter.

"The Nabob's Alif and *Swaad*."

Memorandum:

Dustgerdaun, account current of Gopaul Row, on account of the Soubah of Mohummudpore, under the management of Unwur Ally Khan Bahadur, according to a statement of receipts and payments under the seal of the aforesaid Bahadur, up to the 27th of Ounee, 1207 Fusly (8th September 1797.)

Dated 10th Suffer, A. H. 1213, or 25th July 1798.

Star pagodas 38,791½
principal pagodas 35,000.

Interest at the rate of one pagoda per cent. per mensem, from the 27th of Ounee, 1207 Fusly, answering to the 16th of Rubbee ool Uwal, A. H. 1212, (8th September 1797) up to the 10th of Suffer, A. H. 1213, (25th July 1798,) 350 pagodas per month, being for 10 months and 25 days, is pagodas 3791½.

Received through Unwar Ally Khan Bahadur,

Pagodas 291½

Balance 38,500.

Indorsements stated to be in the hand-writing of Screenawas Row, of Reddy Row.

"It is understood." It is understood.

— 5. —

Translation of Persian paper found in the Dewany Records.

[The words between commas are in the Nabob's hand-writing]

"The Alif and Swaad."

In every affair the Colonel is absolute. Your Highness has given the order that no Suwals, orders for Salaries, Tunkas, Enoyetnamas, Bonds, Dustucks, or other papers connected with any business whatever, should on any account be written by the Moonshees, Mootuseddies, or other officers, without the privity and knowledge of Colonel Barrett, and that if they should either write or utter them, they would incur your Highness's most severe displeasure. On this point your Highness's pleasure is requested.

Dated the 18th Rubbee oos Sanee, A. H. 1212 (10th October 1797.)

Indorsement on the night of the 19th Rubbee oos Sanee, A. H. 1212 (11th October 1797). This representation, with his Highness's signature, was delivered into the Dufter. An order was issued through Feroze Khan, that Colonel Barrett should be absolute, and should employ any body he chose on any business whatever.

— 6. —

Translation of a Persian paper found in the Dewanny Records.

"The Nabob's Alif and Swaad."

Memorandum of Mr. Latour's receipts for the money borrowed from Gopaul Row, and others, 18 papers.

Star

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (B.) Exhibits.

Star Pagodas - 37,730.

In the month of Adee 9 Papers, for Star Pagodas			25,290
One Receipt, dated the 21st July 1797, corresponding with the 25th of Mohurrum, A. H. 1212, or 9 Adee		pagodas	900
One D° - dated the 22d July 1797, or 10th Adee			5,200
One D° - dated the 25th July 1797, or 13th of Adee			3,300
One D° - dated the 28th of July 1797, or 15th of Adee			7,400
One D° - dated the 31st July 1797, or 19th of Adee			2,000
One D° - dated 22d Adee, 3d August 1797			1,650
One D° - dated 23d Adee, 4th August 1797			1,000
One D° - dated - D°			500
One D° - dated the 30th of Adee, 11th August 1797			3,340
In the month of Ounee 9 Papers, for Star Pagodas -		12,440.	
One Receipt, dated the 2d Ounee, 14th August 1797			385
One D° - dated 3d Ounee, 15th August 1797			615
One D° - dated 4th Ounee, 16th August 1797			500
One D° - dated 5th Ounee 17th August 1797			2,425
One D° - dated - D°			400
One D° - dated 10th Ounee, 22d August 1797			1,915
One D° - dated 11th Ounee, 23d August 1797			500
One D° - dated 14th Ounee, 26th August 1797			5,000
One D° - dated 15th Ounee, 27th August 1797			500
One D° - dated 22d Ounee, 3d September 1797			200

Indorsement.—On the 15th of Rubbee ool Awul, A. H. 1212, (17th September 1797,) eighteen receipts, for star pagodas 37,730, were delivered to Appoo Row Khazana; but one receipt, for pagodas 200, is wanting.

— 7. —

Translation of an Extract from a Persian paper found in the Dewanny Dufter, intitled "A List of Copies of the Enoetnamas, Bonds, Memorandums, Suwauls, and other papers relating to the Loans which have been made to the Sircar through Roy Reddy Row, by Wysonauth Thakoor and the bankers. The original papers herein referred to are forthcoming according to the following detail, under the Signature of his Highness the Nabob, Suwauls, &c. relating to the transactions with Gopaul Row and Jewana Naig.

Six Papers.

The signature is an Alif and a Swaad.

1. A Suwal, dated the 11th Suffer, A. H. 1213 (26th July 1798) requesting his Highness to sign and seal two Bonds in the names of the aforesaid persons.

2. An Enoyetnama, under the Seal and Byze of his Highness, dated 27th Zehidge, A. H. 1211 (23d June 1797), addressed to Gopaul Row and Wunket Rummun Setty, inhabitants of Wallanaggur, encouraging them confidently to advance money to Amwer Ally Khan Bahauder, Renter of the districts of Mohummudpore.

3. Account Current of the Dustgurdan of Gopaul Row, dated 10th Suffer, A. H. 1213, (25th July 1798,) exhibiting a balance due to him of 38,500 pagodas.

4 A Bond under the Seal and Byze of his Highness, dated 11th Suffer, A. H. 1213 (26th July 1798) in the name of Jewana Naig, for 7,265 pagodas.

5. A Bond, dated 11th Suffer, A. H. 1213 (26th July 1798), in the name of Gopaul Row, for 38,500 pagodas.

6. Memorandum of Mr. Lautour's receipts for the sum of 37,730 pagodas, paid to him out of the money borrowed from Gopaul Row, &c.

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (B.) Exhibits.

— 8. —

Translation of a Mahratta Letter from Royah Ananda Row to Royah Reddy Row, forwarded from Arcot, and dated the 5th Audy 1207 Fusily, received on the 10th Audy 1207 Fusily, corresponding to the 5th and 10th of July 1797.

To Reddy Row, long life; Ananda Row sends his blessing. To the 5th Audy I am very well; and write me about your welfare.

"Colonel Barrett has repeatedly written to Anvar Ally Cawn, and to me, "stating, that through the means of Dr. Conolly the sum of 55,000 pagodas "was borrowed from Mr. Lautour, with which the Company's kists was paid. "Before the time approaches this money must be paid off without delay, there- "fore forward the cash collected in the Talooks; and otherwise obtain a loan "and remit the cash." In consequence of this note Anvar Ally Cawn told "me several times "Now the season (for collecting money) is over, and it is "impossible to forward the remittance in demand. Whatever sums can be "collected here (at Arcot) he would send. It is requisite that a loan from "35,000 pagodas should be procured, and paid off there (at Madras); the "principal and interest of this money I will discharge," says he, "in the "months of Pretasey and Alpissey." This is what he said. This matter is of great importance, therefore have written the Sircar Agreement, empowering them to lend money for the Sircar (obtained in the names of Barkoordar Gopaul Row, and Vencatramun Chitty,) I have brought along with me; therefore the sum of 4,000 pagodas which Barkoordar Gopaul Row placed with you on interest, this sum, and out of my money which is under your care, the sum of 31,000 pagodas, both sums making up 35,000 pagodas, you are either all at once, or by part, to pay this sum before the Doctor's time draws near. After the money is paid write to me, and I will cause the amount to be registered in the Gopaul Row's name in the accounts here (at Arcot) in the month of Pritassy; the principal and interest of the above sum shall be collected and remitted to you. The following is a confirmation written in Ananda Row's own handwriting, "What is written above is to be carried into effect."

— 9. —

Translation of

Omdut ul Omrah
Ameer ul Hind Wallajah.

To Gopaul Row and Vencat Rumun Chitty, inhabitants of Wallajah Nugger; it is written: As for the purpose of transacting pecuniary concerns with Anwar Ally Khan the Moostaguo, or Farmer of the Mehals or Districts composing the Soobah of Mahomudpore, from the beginning of the year 1207 Fuslee, you have solicited a Letter of encouragement in your names; it is therefore written, that you enter upon this concern with perfect ease of mind. Please God, the money borrowed shall be paid to you according to the engagements of the said Khan, from the revenues of the said Mehal. If the above named should be removed before the repayment of the money, please God, the balance shall be paid to you from the revenues of this District. Written 27 Zeehy, 1211, corresponding with the 23rd June 1797.

— 10. —

Representation from Reddy Row to the Nabob.

In the Nabob's own hand-writing.

"The Swaad."

Let it be entered in the Talook.

When your Highness had appointed Unwar Ally Khan and Roya Anund Row to the charge of Mohummudpore, you frequently observed to me, that Major

Major Lindsay had deceived you about providing money for the kist, on account of Mohummudpore for the month of June 1797; and that Colonel Barrett had therefore supplied the amount of the kist, by borrowing 55,000 pagodas through Dr. Connolly, from the house of Lautour and Co. That it was of first rate importance that the Doctor should be repaid according to engagement; and that you therefore wished that I would raise money to repay the Doctor by the stated time, either on account of collections of Mohummudpore, or by borrowing money from other persons. In obedience to your orders, I considered this business to be essential, and am therefore engaged in the performance of it. May it please your Highness, as it is not possible that at this Season money should arrive from the Talook to repay the Doctor in proper time, the Doctor cannot be satisfied unless money is borrowed: I have therefore borrowed money from Gopaul Row, Juwana Naig, and some other persons; and am paying it in different sums through the Colonel to the Doctor, and the Doctor will repay it to Latour and Co. and produce their receipts for the amount. Wherefore take the liberty to state to your Highness that I will apply to the payment of the Doctor the money which I have borrowed from Gopaul Row and others, and will cause it to be entered in the Khazana (cash) accounts as a remittance received from Unwar Ally Khan: The account of interest can be made up hereafter. I therefore request to know your Highness's pleasure whether the names of the persons from whom the money has been borrowed shall be entered in the accounts of the Khazana, or in those of the Talook. No difficulties or disputes will hereafter arise in settling the account of the interest, &c. On this point, whatever your Highness may direct shall be done.

The Representation of your slave, Reddy Row.

Indorsement.

On the 23rd of Rubbee ool Awul, A. H. 1212, (or 26 August 1797) this paper was received into the Dufter, and a copy of it was sent to Anwer Ally Khan Behadur.

— 11. —

Representation from Reddy Row to the Nabob.

In the Nabob's own hand-writing.

"The Swaad."

The Khazana and Mohummudpore are the same. The sum of 12,700 pagodas has been remitted by Ally Khan on account of the Mohummedpore, and 19,300 pagodas have been borrowed of Gopaul Row, making together 32,000 pagodas; of which, according to your Highness's orders, I have transmitted to your Highness's own hands, through Colonel Barrett, 12,000 pagodas for the payment of the Jagheers of your family, and 19,300 pagodas on account of the revenues of Mohummedpore. These sums your Highness has expended on account of the females of your family, and they ought therefore to be entered in the Khazana accounts. On this point, whatever your Highness may direct shall be done.

The Representation of your slave, Reddy Row.

Indorsed on the 22nd Rubba ool Awul, A. H. 1212. (or 14th September 1797.)

— 12. —

Representation from Colonel Barrett to the Nabob.

In the Nabob's own hand-writing.

"The Swaad."

"It has arrived in time; I am happy."

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (B.) Exhibits.

The sum of 12,700 pagodas remitted by Unwur Ally Khan, on account of Mohummudpore, and 19,300 pagodas borrowed from Gopaul Row, altogether amounting to 32,000 pagodas, which Reddy Row paid to me, *I have sent to your Highness according to your orders,* for the payment of the ladies of your family, by palanquin boys, under charge of Puchee Mooto, orderly; I trust you will do me the honour to knowledge the receipt of it under your own hand.

The Representation of your slave, Barrett.

Indorsed 19th of Rubbee ool Awul, A. H. 1212.
(or 11th September 1797.)

— 13.—

Translation of a Persian Paper found in the Dewanny Dufter, consisting of four sheets.

The Nabob's Alif and Swaad.

A compendious general Account of Receipts and Disbursements, on account of the Districts of Mohummedpore, for 1207 Fuslee, from the 1st of Adeemaus, to the 27th of Aonemaus in that year, or from the 13th July to the 8th of September 1797.

Amour Ally Khan's Seal.

	Star Pagodas - 99,103	9 ½ of ¼.	
Principal - - - - - - - -	Pagodas 33,446	8¼ ½ of ¼	
Sundries - - - - - - - - -	65,657	—½	
	99,103	9 ½ of ¼	

Principal, Star Pagodas 33,446 8¼ and ½ of ¼; viz.

Former Balances - - - - - - - -	4,390	11¼	
Current Balances - - - - - - - -	29,055	13¼ and ½ of ¼	
	33,446	—½ and ½ of ¼	

From the Districts, according to the Account of the Receipts from the Talooks.

	Star Pagodas - 33,431	8½ and ½ of ¼.	
Former Balances - - - - - - - -	Star Pagodas	4,375	11¼
Current Balances - - - - - - - - -		29,055	13¼
		33,431	8½
In part of the Nuzzer, or Offering from the Washerman, on account of the Balances of the past year - - - - -		15	—
		33,446	8½

Sundries - Star Pagodas 65,657½; viz.

Sewye, or Sundries - - - -	Star Pagodas	20,132	—½
Money borrowed - - - - - - -		42,770	8½ ½ of ¼
Received in part of the Balance of last year's Account Current - - - - - - - - -		2,637	11 ½ of ¼
Price of Mushroo, or embroidered Clothes - - -		116	12¼
		65,657	—½

No. 1.

APPENDIX to Letter from Sir T. A. Strange, (B.) Exhibits.

Sewye, or Sundries, Star Pagodas; viz. 20,132 —½.

Revenue	Star Pagodas	3,635	7 ½ of ½
Districts		16,496	9 and ½ of ¼
		20,132	½

Nuzzer, or Present.

Present given into the hand		47	15¼ and ½ of ¼
Engagements of Oil-men, &c. viz.			
Engagements of Oil-men	Pagodas 14	9¾	
Apasawmee Suraf discharged	50	—	
		64	9¾
Present to your Highness		810	6
Present to the Soubahdar		218	7¼ and ½ of ¼
Present on settling the Jamabundee, or Engagements:			
For paying Rent		—	9¾
Present to the Aumul		295	11½
Present, or Sequestration		1	7¾
Batta		22	11¾
Surplusses		1	7¼ and ½ of ¼
Illuminations		210	7
Maulputee, or Taxes on Cattle grazing		—	9¾
Choungee Sayer, or Levies in kind on Rice		3	10½ and ½ of ¼
Fines		62	4 and ½ of ¼
Retrenchments in part of Pay of Sebundee, or Officers employed in the Collections, and others		62	7 ¼ of ¼
Mugma, or Duties upon Bags of Grain		13	12½ and ½ of ¼
Burdasht, or Expenses		18,049	8
Duties on Silk Worms		14	—
Cost of Plantains		1	— ½ of ¼
Fees of Canangoes		8	12¾ and ½ of ¼
Bribes		94	12
Receipts from Kurpa Cuttra		147	6½ and ½ of ¼
Star Pagodas		20,132	—½

Second Sheet,

(Heading of the Paper as on the first sheet.)

Dustgurdan, or Loans.

Anwur Ally Khan's Seal.

Sum Total - Star Pagodas 42,770. 8½ and ½ of ¼.

Running at Interest		37,046	6 ½ of ¼
Without Interest		5,724	2½ and ½ of ¼
		42,770	8½ and ½ of ¼

Viz.—Revenue not running at Interest - 2,166. 3½ and ½ of ¼.

Family Jagheer		1,190	—
From Golam Huseen, Moonshie of Moolha Belpore, &c.		176	3¾ and ½ of ¼
		2,166	3½ and ½ of ¼

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (B.) Exhibits.

	Mehals - 40,604. 5.		
Running at Interest - - - - - - -		37,046 —	½ of ¼
Not running at Interest - - - - - -		3,557 14½	and ½ of ¼
		40,604 5	

On account of the money borrowed from Vincat Rumun Chitty, Soucar, inhabitant of Walla Jagnugger.

Under Bond - - - - - - - - -	Star Pagodas	1,000 —
Received by him - - - - - - - - - -		495 —
Balance - -		505 —

According to an account of the retinue of Anwur Ally Khan Behadur - - - - - - - - - - -	Pagodas	761 —
On account of the remittance from Pergunnal Elwannasoor - -		600 —
	Star Pagodas	1,361 —

Deduct money borrowed on account of Loan made in the last year 1206.

Fuslee, viz. Principal - - - - - - - - - -	840 —
In part of Interest - - - - - - - - - -	26 —
	866 —
	495 —

Balance of the Dustgurdan, or money borrowed from Gopaul Row and others - - -	Star pagodas	92,265	8½ and ½ of ¼
Deduct Teep of Muhanursemacharee and others, the amount of which, on account of their concealment, was not received by the Circar, but afterwards the sum of pagodas 50,000, borrowed from Vishnodutt Terivaree, under a Bond from Anwur Ally Khan Behadar, was received of the Circar through Reddy Row, and the Circar is in possession of the account of it - - - - - - - - - -		50,000 —	
Balance		42,265	8½ and ½ of ¼

Gopaul Row - - - - -	Star Pagodas	35,000 —
Balance due to Jewana Naick - - - - -		7,265 8½ and ½ of ¼
		42,265 8½ and ½ of ¼

Receipts in part of the balance of the past year 1206 Fuslee.

Star Pagodas - 2,637. 11½ of ¼.

Revenue; viz.

Balance of amount due up to the 22d of Aneemaus 1206 Fuslee - - - - - - - -	Pagodas	10	12¼ and ½ of ¼
Collected by Reddy Row - - -	60 —		
On account of balance due from Mootha Balpore - - - - - - —	14½ of ¼	60	14½ of ¼
	Pagodas	71	10½
	Mehals	2,566	—½ and ½ of ¼
		2,637	11½ of ¼

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (B) Exhibits.

Price of Mooshroo, or embroidered cloth, which Hafiz Ahmud Khan Behadar had ordered to be prepared, and which was kept in deposit at Zitgoody, and is now debited; one bundle dispatched to the Hugoor, - - - - - Pagodas 116 12¼

Anwer Ally Khan's Seal.

Disbursements - 96,897¼ and ½ of ¼.

Circar Concerns - - - - - - - -	81,204	—¼
Concerns of the Districts - - - - -	15,693	8½ of ¼
	96,897	8¼ and ½ of ¼

Circar Concerns - 81,204 —¼

Remitted - - - - - - - - - - -	75,541	1½
Punka holders, and others - - - - - - -	5,662	14¾
	81,204	—¼

Remitted - 75,541. 1½.

Through the Vakeel - - - - - - - -	75,480	—
According to Perwannas, or Orders - - - - -	61	1½
Star Pagodas	75,541	1½

Through Jewajee Row, Vakeel.

Star Pagodas - 75,480.

Principal - - - - - - - - Pagodas	74,890	—
Nyaz, or Offerings - - - - - - - -	2,600	—
	77,490	—
Paid into the Treasury of the Huzoor - - - - - - -	5,750	—
Paid to the Huzoor - - - - - - - -	32,000	—
In part of the Teep, in the hands of Mr. Lautour - - -	37,730	—
	75,480	—

Anwur Ally Khan's Seal.

Paid into the Treasury of the Huzoor - - - - - - 5,750 —

Three Sheet; Heading as before. Disbursements on account of the Circar remitted through Jewajee Row, Vakeel. Principal in the month of Aoneemaus,

Star Pagodas - 3,150.

On the 26th - - - - - - - - - -	2,900	—
On the 27th - - - - - - - - - -	250	—
	3,150	—

Nyaz, or Offerings - - - - - Star Pagodas			4,460 —
Deduct entered in the account of Receipts and Disbursements of the past year 1206 Fuslee, viz. 2d Mohurrum 1212, corresponding with the 18th of Ameemaus - - - - - - - -	960	—	
11th Mohurrum of the same year, corresponding with the 26th of Aneemaus, through Colonel Barrett, to the charge of Doctor - - - - - -	500	—	

(continued.)

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (B.) Exhibits.

13th Mohurrum in the same year, corresponding with the 29th of Aneemaus, into the charge of Doctor Conolly - - - - - - - - - - - -	400 —	1,860 —
Balance Pagodas		2,600 —
Month of Adeemaus, Pagodas - 1,100.		
3d of that month, through Colonel Barrett, to Mr. Johnstone, - - - - - - - - - - - Pagodas		1,000 —
2d of the month, paid into the Treasury - - - - - -		101 —
Pagodas		1,100 —
Month of Aoonemaus - - - - - - Star Pagodas		1,500 —
Paid to the presence on the 31st of Aoneemaus - Pagodas		35,000 —
Deduct money ordered for the Jugheer of the family -		3,000 —
Balance Star Pagodas		32,000 —
In part of Teep in the hands of Mr. Latour, whose receipts are in the custody of Apajeerow, Mooshriff of the Treasury, of the presence - - - - - - - - - Star Pagodas		37,730 —
In the month of Adeemaus.		
25th Mohurrum, 1212 Higeree, corresponding with the 9th of the month - - - - - - - - - - - -		900 —
26th of the same month, corresponding with the 10th of the above month - - - - - - - - - - -		5,200 —
29th of the same month, or 13th of the above month - -		3,300 —
3d of Suffer or 26th of the above month - - - -		7,400 —
6th of D° or 19th of - D° - - - - - - - -		2,000 —
9th of D° or 2d of - D° - - - - - - - -		1,650 —
10th of the same month, corresponding with 30th of Adeemaus		3,340 —
12th of D° - - - - - - - - - -		1,500 —
16th of D° - - - - - - - - - -		300 —
17th of D° - - - - - - - - - -		1,540 —
Pagodas		25,290 —
In the month of Aoneemaus, Star Pagodas 12,440.		
1st - - - - - - - - - - - -		385 —
3d - - - - - - - - - - - -		615 —
4th - - - - - - - - - - - -		500 —
5th - - - - - - - - - - - -		2,825 —
10th - - - - - - - - - - - -		1,915 —
11th - - - - - - - - - - - -		500 —
14th - - - - - - - - - - - -		5,000 —
15th - - - - - - - - - - - -		500 —
23d - - - - - - - - - - - -		200 —
Star Pagodas		12,440 —
According to Purwannas, or Orders of the Huzoor - - - - - Star Pagodas 61 1½		
According to Purwanna or Order, dated ( ) to pay the Infantry and Artillery through Behram Jung - - -		25,000 —
Received - - - - - - - - - - -		5 —
According to Purwanna, dated 14th Suffer 1212, to pay the Cavalry and Infantry and Artillery in the service of the Circar, through Meer Cootuboodden Khan - - -		24,000 —

Received

Received			27 —	
According to an Enayatnama dated, to purchase Paper, 100 R° or			29 1½	
Tunka Holders and others - Star Pagodas		5,662. 14¾.		
Tunka Holders		390 8		
Towjeh Holders		4,320 13	½ of ¾	
Sundries		951 9½	and ½ of ¾	
		5,662 14¾		
Expenses of the District - Star Pagodas		15,693. 8 ½	of ¼	
Day Pensioners		80 5½	and ½ of ¾	
Seebundee, or charges of Collections:				
Cutchery Expenses		2,912 7¾		
Districts		9,752 8½	and ½ of ¼	
Sadie Wadir, or assistance to Travellers and others; viz.		1,087 7¼		
Cutchery of the Soobah	466 14			
Mehals, or Districts	620 9¼			
	1,087 7¼			
Repairs of Tanks, &.		185 —		

Anwur Ally Khan's Seal.

Transfer of Loan on account of last year, Star Pagodas		1,675 8¾	and ½ of ¼	
Revenue				
To Vincat Rumun Chetty	840 —			
Mootoo Chetty	231 —			
	1,071 —			
Districts of Haudir abad		604 8¾	and ½ of ¼	
		15,693 8	½ of ¾	

Anwur Ally Khan's Seal.

Star Pagodas	2,206 —¾			
				2,206 —¾
Revenue, &c. Pagodas	10 —½	and ½ of ¼		
Balance of Revenue		1 15	and ½ of ¼	
Balance on account of Retinue		8 2½		
Stock of Wax received from the Talook, in deposit with the Surraf		1 8		
On account of Advances, detailed by name in the Receipts and Disbursements of the Revenue		14 —½		
		25 9¾		
Talook Star Pagodas		2,180 —		
		2,205 9¾		
According to the Accounts of the Receipts of the Talooks		1,826 8¾		
Advances entered in the Account as a Disbursement, but the Villages being answerable for the amount of it, is now inserted as a Balance.				

No. 1.

APPENDIX to Letter from Sir T. A Strange. (B.) Exhibits.

Advances on account of Belpore - - - -	201	14¾ and ½ of ¼	
Terramatoor - - - - - -	37	1¾	
			318 2
			2,143 10½
Remaining - 36 12¾			
Short weight of Rupees in the Treasury - - - - -			16 9½
On account of Palankeen - - - - - - - - -			2 6¼
Remaining - - - - - - - - - -			17 12¾
			2,180 7¾

In dispute, &c. and has not been settled between the Aumil and the Villages; after adjustment the next Balance will be known.

—14.—

Translation of a Persian Paper found in the Dewanny Dufter.

Last night I had the honour of recommending to your Highness, that a clever writer should be attached to me by your Highness, in order that he might accompany me to Mohummudpore, and be employed in adjusting the accounts of the Sircar. I mentioned a person of the name of Anund Row as a clever writer, and proposed, with your Highness's approbation, to introduce him to you. Your Highness was pleased to direct that Anund Row should be introduced to your Highness, and that I should take him with me, and pay him, on account of the Sircar, a monthly salary of 40 rupees (the Nabob's Alif and Swaad occur in this place). In obedience to your Highness's orders, the above-named writer is in attendance—whatever your Highness may direct will be done.

(Signed) *Anund*, your faithful slave.

Indorsement.—This paper, under the signature of the Nabob, was received on the 24th Zehidge A. H. 1211 (20th June 1797). And an order was given that Anund Row should be introduced to his Highness.

—15.—

Translation of Three Persian Papers found in the Dewanny Dufter.

First Paper.

"The Nabob's *Alif* and *Swaad*."

Memorandum of Nuzzurs, &c. for 1207 Fuslee (1797-8).

Received 1,208 pagodas.

Nuzzer presented an account of the Ramzaun, by the Zemindao of Calistry, 1,100 currack pagodas. Received through Oumajee Vakeell, 1,178 pagodas on account of Williah Nellore through Reddy Row, 30 pagodas.

Expended, 1,207 pagodas 3 annas.

To Doctor Conolly, 1,070 pagodas.

In payment of the wages of Mustafa Ally Khan, 25 pagodas 12 annas, interest to Nurrain Setty, 80 pagodas.

On account of your Highness, yourself 110 rupees or 31 pagodas 7 annas, of which 30 rupees were delivered in cash, and 8 rupees, were paid on account of wages to Anund Row, writer.

Balance, 13 annas.

Second Paper.

"The Nabob's *Alif* and *Swaad*."

Memorandum of money received through Reddy Row, 10 Rajub A. H. 1213 (19th December 1798.)

Received 8,650 pagodas.

From Angole 5,000 pagodas, making with 450 pagodas on account of Batta, 5,450 pagodas.

From

From Willia Nellore Bajore, 1,700 pagodas.

Monthly payment from Vellore, 1,500 pagodas, of which 1,000 pagodas was the regular amount, and 500 were on account of Nuzzurs.

Expended 8,292 pagodas 4 annas.

To Mr. Yieldham, 2,000 pagodas.

Wages of servants, &c. 3,758 pagodas, of which 658 pagodas were paid through Tucker Ally Khan, and 3,100 to Moostafa Ally Khan.

On account of your Highness yourself, to pay off the troops, &c. 1,534 pagodas 4 annas, of which 1,500 pagodas were paid to your Highness, and 120 rupees, or 34 pagodas 4 annas, were paid on account of the wages of Anunda Row, writer to Byhram Jung, for the pay of the troops, &c. 1,000 pagodas.

Balance 357 pagodas 12 annas, which will be received from Ram Row, Vakeel of Ongole.

Third Paper.

In the Nabob's hand-writing; the Alif and Swaad; and the words, "I have seen it."

Memorandum of Nuzzurs, on account of the Ramzan 1208. Fusly 1798-9.

Received 449 pagodas 9 annas.

From Pulleaghat 5 pagodas.

From Willia Nellore Bagore, through Reddy Row, on the 20th Ramzaun (26th February 1799) 100 pagodas, of which 50 pagodas were in one payment, and 50 in another.

From Oodjiree, 100 pagodas.

From Chandugeeree, 3 pagodas.

From Vellore, 260 pagodas, of which only 160 pagodas have been received.

From Tirpetty, on the 14 Shuwaul (12th March 1799) 11 pagodas.

From Oolconda, 11 pagodas.

From Muhmood Bunder, 10 pagodas.

From Venkutumpet, &c. on the 5th Shawaul, 13th March 1799, 49 pagodas 9 annas. The Nuzzur of the Talooks amounted to 43 pagodas 9 annas, and of the remaining 6 pagodas or 21 rupees, being the Aumilee Nuggur, 11 rupees made one payment, and 10 rupees were received by your Highness's own hand.

According to your Highness's orders, 447 pagodas 14 annas have been paid to your Highness.

To your Highness, through Mahummud Hoossaine, Commandant, 415 pagodas, on account of the wages of Anund Row, writer. 80 rupees, or 22 pagodas 14 annas Sydaunee, according to an order given through the aforesaid Commandant, 10 pagodas.

Balance, 1 pagoda 11 annas.

— 16. —

Translation of four Persian papers found in the Dewanny Records.

First Paper.

"The Nabob's *Alif* and *Swaad*."

I, Anunda Row, a servant of the Sircar, having received and appropriated to myself the sum of eighty rupees, the half of which is forty rupees, on account of my wages for two months, through Roy Anunda Roy; I have therefore written these few words as a receipt, which may remain as a Voucher for the future.

Dated 30th Rejub, A. H. 1212, or 18th January 1798.

80 Rupees. (Signed) *Anund Row.*

Second Paper.

"The Nabob's *Alif* and *Swaad*."

I, Anunda Row, a servant of the Sircar, have received and appropriated to myself the sum of eighty rupees, the half of which is forty rupees, on account of my wages for two months, through Reddy Row; I have therefore written these few words as a receipt, which may remain as a Voucher for the future.

Dated 8th Suffer, A. H. 1213, or 23d July 1798.

80 Rupees. (Signed) *Anund Row.*

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (B.) Exhibits.

Third Paper.

"The Nabob's *Alif* and *Swaad*."

I, Anund Row, a servant of the Sircar, have received and appropriated to myself the sum of forty rupees, the half of which is 20 rupees, on account of my wages, through Reddy Row; I have therefore written these few words as a receipt, which may remain as a Voucher for the future.

Dated the 10th Rubbee, A. H. 1213, (Signed) *Anund Row.*
or 23d August 1798.

Fourth Paper.

"The Nabob's *Alif* and *Swaad*."

I, Anund Row, a servant of the Sircar, have received and appropriated to myself the sum of one hundred and twenty rupees, the half of which is sixty rupees, on account of my wages, through Reddy Row; I have therefore written these few words as a receipt, which may remain as a Voucher for the future.

120 Rupees.

Dated 29th Jemmadee Oossanee, A. H. 1213.
or 8th December 1798.

(Signed) *Anund Row.*

— 17. —

Translation of a paper found in the Buckshee Dufter.

[The words betweencommas are written in pencil, in the Nabob's hand-writing.]

"The *Alif* and *Swaad*."

From the first of Rubbee Oosanee, A. H. 1214 (2d of September 1799.) fifteen pagodas per month.

Memorandum:

Ism. Naveesee (Registry) of Anund Row, son of Vancat Row, hopeful of favour and kindness,

One Person.

— 18. —

Translation of a paper found in the Dewanny Dufter.

"The Nabob's *Alif* and *Swaad*."

A person named Anund Row, a Moonshy in the service of your Highness, is attached to Colonel Barrett, and is employed in your Highness's affairs, but he has not been honoured with a Tunka for the payment of his wages. Your Highness's pleasure is therefore requested as to ganting an order for the present year, and preparing a Tunka on the District of Vellore for the balance of his wages for the last year.

Dated 10th Mohurrum, A. H. 1216.
or 24th May 1810.

— 19. —

Translation of a Persian paper found in the Buckshee Dufter, entitled,

Statement of wages due to Anund Row, a Writer in the service of the Sircar, attached to Colonel Barrett, from the first of Rubbee oos Sanee, A. H. 1214, answering to the 22d September 1799, up to the 31st July 1801, answering to the 19th of Rubbee, Ool Owul, A. H. 1216.

One person, at 15 pagodas per mensem, due for 22 months and 27 days, 342 pagodas 16½ annas.

He has received from Vellore through Roy Anunda Row, according to his statement of accounts, dated 24th Rejub, A. H. 1215, answering to 1210 Fusley (12th December 1800, 50 pagodas. The order granted on the former was for

for 200 pagodas, of which 150 pagodas have not been paid, according to the statement and agreement.

The balance of wages due to him is 292 pagodas 10 ½ annas.

(Signed) *Bunnagee Row,*
Ram Row.

— 20 —

Translation of an Extract from a general list of Servants; attested by twelve Bushees, or Paymasters.—4th Sheet.

Anund Row, son of Vincat Row, in the department of Bunagee Row, pagodas 336, in the Government List, according to statement of pay pagodas 292. 29. 42.

— 21. —

Translation, through the medium of the Persian language, of a Mahratta paper delivered by Reddy Row.

On the 2d of Chitree in the year Doondoobhee, (12th April 1803) Gopaul Row writes this receipt to Roy Reddy Row:—The sum of four thousand pagodas belonging to me was in your charge, and you advanced on loan of his Highness the Nabob Omdut ool Omrah, the sum of 38,500 pagodas, and took a Bond for that amount in my name; of that sum, the 4,000 pagodas belonging to me was advanced as a part. This day you have paid to me the said principal sum of 4,000 papogas so belonging to me, with the interest of it, and I have accordingly appropriated the same to myself. In the future I have no claim on the aforesaid Bond of his Highness. I have executed a deed of Assignment to you, and you are therefore the proprietor of the Bond. The receipt above written is correct.

Witnessed by
Rung Row,
Duthagee Row.

(Signed) *Gopaul Row.*

— 22. —

Translation, through the medium of the Persian language, of a Mahratta paper delivered by Reddy Row.

On the 2d of Chittree, in the year Doondoobree, 12th April 1803, Gopaul Row writes this assignment to Roy Reddy Row, inhabitant of Madras. I advanced on loan to his Highness the Nabob Omdut ul Omrah, through Anwar Ally Khan, Renter of the district of Mohummudpore, the sum of 38,500 pagodas, on a Bond of his said Highness, bearing date the 11th of Suffer A. H. 1213.

26th July 1798.—It still remains unpaid. This day I have received from you in cash the amount of both the principal and interest calculated up to this day, therefore the money due on the aforesaid Bond, is now your property. I have no claim on it on this account. I have of my own free will written this assignment; besides, I have given to you the satisfactory Vouchers which I held under the seal and signature of the Nabob.

The writer of this paper is Anund Row.

To this effect.
Duttagee Row and Rung Row
are Witnesses.

(Signed) *Gopaul Row.*

— 23. —

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (B.) Exhibits.

Translation of a Persian paper found in the Dewanny Dufter.

"The Nabob's *Alif* and *Swaad*."

I request that your Highness will be pleased to direct the necessary persons specified in the following list to attend me; and also that your Highness will sanction with your signature the arrangement below suggested, granting Bonds to the Soucars on account of the money advanced by them to complete the Company's kists.

Necessary persons to be attached to me:

Wunkut Row, Moonshy; Reddy Row, son of Kistnagee Daso, Mohurrur and Shashgurry, late Sheristadar of Mohummudpore.

4 Delayets. 2 Chobdars. 4 Hircarrahs. 1 Mashaulchee.

Colonel Barrett communicated to me your Highnesses orders that I should immediately raise money for the Company's kists, on loan from the Bankers, on account of the revenues of the Districts of Trinnevelly, Madura, and Vellore, and pay it into the Sircar; and has told me that at the end of the year the Sircar will repay to the bankers, through me, whatever balance may remain due to them, after deducting the amount that may have been received from the Districts. In consequence of this, I opened a negociation with the bankers for borrowing money from them. They require that for the advances made by them, I should grant them my own Bonds. Your Highness will therefore be pleased to sanction with your signature the measure of granting those Bonds to the bankers for the money to be advanced by them for the Company's kists—(The Nabob's Alif and Swaad occur in this place)—in order that I may proceed with confidence to raise loans from the bankers on Bonds to be granted by myself, for the Company's kists, and pay it into the Sircar. The amount of the collections of the aforesaid Districts may be made over to the bankers, and at the end of the year, whatever balance may still remain due to them, may be paid to them by the Sircar.

Dated 1st Jemmadee Oossanee A. H. 1215, or 20th October 1800.

Row Reddy Row's Seal.

True Copies. (Signed) T. A. STRANGE.

Appendix (C.) Note.

APPENDIX to Letter from Sir T. A. Strange, knt. (C.) Note.

AFTER stating his sentiments as to the application for a new trial, the Chief Justice proceeded:—

"With respect to the motion to commit them, they were convicted by the Jury on Friday the 9th of December last; and being present at that time in Court, and a question arising as to their commitment, then the Counsel for the Prosecution agreed to their being continued at large upon their recognizances."

On the Monday following, being again present in Court, their Counsel was about to move an arrest of judgment, and for a new trial; when the junior Counsel on the part of the Prosecution requested that the motions might stand over, his leader having been obliged, since the trial, to leave the Presidency.

To this there was no objection on the part of the Counsel for the Defendants, subject to their being permitted to continue still in the meantime at large, upon their recognizances; to which the Counsel for the Prosecution at first hesitating, in the end consented, the Court observing to him, that it did not want his consent.

Such was certainly my opinion at the time, and to that opinion I adhere, after a diligent and anxious search into Books and cases on the subject.

What

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (C.) Note.

What has been principally relied upon in opposition to it, is, the positions that occur in the report of the case of the King and Wilkes, 4 Burrows; but they must be taken with reference to the case before the Court, which was as different from the case before me (I had almost said) as light is from darkness.

It does not appear to have been said in that case, nor could it be meant to have been said, that in the case of a misdemeanor, where it rests simply upon the conviction of the Jury, the Court has not a power to bail the defendant, if in its discretion it thinks it right to do so, without the consent of the prosecutor.

Its discretion must undoubtedly be a sound one, having nothing in view but what appears reasonable, and is consistent with judicial prudence; but subject to this, so far from the want of such a power (as has been insisted upon) being to be collected from the case cited, the contrary is, with reference to a case circumstanced like that of the Defendants now before this Court, expressly asserted.

Speaking of Mr. Wilkes, with reference to the question of bailing him, being in custody before the Court, Lord Mansfield says, "it is to be considered how he is in custody."

He then begins by stating the general law.

"After conviction (he says; i. e. after the verdict) had he been present in Court, he might have been committed."

Now this is descriptive in terms of the case of the defendants Reddy and Anunda Row.

They have been convicted, having been present in Court at the time.

Then what say the Court, as applicable to such a case, in the case of the King and Wilkes?

"It is in the discretion of the Court (says Lord M.) to bail a person so circumstanced."

Now this in so far as regards the right or discretion of the Court, independently of the consent of the prosecutor, is the whole of the question. And what Lord Mansfield says upon it is decisive; nor is there any thing (I will venture to say) to the contrary to be met with in any book or case that can be referred to on the subject.

Upon convictions for felony, it may be different. There are many authorities to be met with, which oppose the idea of bailing a felon convict; the Court has that power, in capital cases, by the express provision of the charter.

But in cases of misdemeanor, as this is, to refer to my Lord Hale, the greatest authority that we have in criminal law.

Having in his 15th chapter (vol. 2d.) discussed first what bail is, he proceeds to his second point, in what cases a person is bailable, that is accused or indicted of felony, or accessary, or in relation thereunto. "I shall not meddle (he says) with bailing of prisoners in civil actions, or for offences less than felony by Acts of Parliament, only thus much, regularly in all offences, either against the common law or Acts of Parliament, that are below felony, the offender is bailable, unless *first he hath had judgment.*"

My Lord Mansfield, therefore, and the rest of the Court of King's Bench, in the case of the King and Wilkes, were warranted in declaring, as they did declare, that on a conviction for a misdemeanor before judgment, it is in the discretion of the Court to bail, (or which is the same thing) to continue Defendants so convicted on their recognizance.

Having declared this, Lord Mansfield goes on to distinguish between the case of a simple conviction before judgment (which is the case here) and the case of Mr. Wilkes.

"This Defendant (he observes, meaning Mr. Wilkes,) was not present when convicted. He afterwards withdrew from justice, and was outlawed; and a capias in outlawry has now issued, and he is in custody upon it."

Under these circumstances, the Court were unanimous in thinking that he could not be bailed without the consent of the Attorney General; who, so far from consenting, had moved on behalf of the Crown for his being committed.

They held, that his case did not come within the provisions of a particular statute applicable to persons outlawed, under which it had been contended for

No. 1.

APPENDIX to Letter from Sir T. A. Strange. (C.) Note.

him that he was entitled to be bailed, and could claim it as a right by force of that statute. And as to (what Mr. Justice Yates emphatically calls) the plenary power of the Court under the circumstances of the case, they were equally agreed that it had gone too far to be any longer a case of discretion upon the circumstances, the Attorney General for the Crown opposing.

It had ceased to be the case of a conviction, standing simply, as the case before the Court does, upon the verdict of the Jury.

Mr. Wilkes was in custody before the Court in execution upon the judgment of outlawry. But anterior to that judgment, having been convicted of two informations, judgments had been entered up against him on those convictions; and upon the judgments following, and consequent to those convictions, writs of capias had issued to take him up, before resort had been had to any process of outlawry, as against a person absconding. Therefore, as Mr. J. Willis observed, if it should be granted that he is entitled to be bailed upon the outlawry, yet as he stands convicted of the crime, he must be committed upon the conviction.

What conviction, I ask? not a conviction by the Jury simply, but a conviction by judgment following, and entered up upon the Verdict.

So, where Lord M. says, "he knows of no case where a person convicted of a misdemeanor had been admitted to bail without consent of the Prosecutor," he must be understood as speaking of a Conviction such as that which Mr. Wilkes was then under, namely a Conviction by Judgment, not by Verdict merely.

The words he is reported to have used, are indeed general; but to put any other construction upon them, would be to make that noble and enlightened person to whom they are attributed, express in almost the same breath sentiments on the same subject, inconsistent with one another. For speaking of a person convicted by Verdict only, he had just before expressly declared it to be (consonantly to the opinion of my Lord Hale) in the discretion of the Court to bail a person so circumstanced.

Now the Defendants here have been convicted by Verdict only; they were in Court at the time of their Conviction under recognizance; and I have not remaining the smallest doubt of the power of the Court so to continue them for the present, if it sees fit, without the consent of the Prosecutors; the Prosecutors on the contrary ever so much opposing it.

Whatever it is fit and reasonable for a Court to do, having discretion, I considered it to be its duty to do, though it may not be competent to the party interested to demand it to be done as of right.

It will be in the discretion of the Court not merely to continue these Defendants under their present, but eventually to make them enter into new and encreased recognizances, and I have it in contemplation to do so; but that the Court is not bound to commit them at present, contrary to its better judgment, because a private prosecutor importunately desires that it should, is a proposition as to which I have no remaining doubt, finding myself confirmed in my original opinion, of the Court not wanting the consent of the prosecutor to enable it to bail them, by that very authority of the case of the King and Wilkes, adduced to prove it to be indispensable.

The Verdict of the Jury, it is true, in its legal construction, creates a strong presumption of guilt against them; and whether it will be consistent with the sound discretion of the Court to disturb it, may certainly be a question which I do not think it is for me at present to determine. The Verdict stands for the present, and may, for aught I know to the contrary, continue to stand, but retaining as I do, in a considerable degree, the impression under which I summed up the case to the Jury, having regard to other prosecutions connected with it now depending and ready for trial, and confident withal, as the Court has reason to be, from their constant appearance under trying circumstances, that these persons will be ultimately amenable to its justice, the only object of commitment before judgment. I am satisfied that in the exercise of its discretion, it will best discharge its duty, in administering the Criminal Justice of the Presidency, by continuing them for the present under their recognizances.

No. 2.

Copy of a LETTER from Sir THOMAS ANDREW STRANGE, Knight, Chief Justice of the Supreme Court of Judicature at *Madras*; to the Right Honourable ROBERT DUNDAS; dated 4th May 1809;—with One Enclosure:—further, relative to Prosecutions in the Supreme Court.

Fort St. George, 4th May, 1811.

TO THE RIGHT HONOURABLE ROBERT DUNDAS,
President of the Board of Control, &c. &c. &c.

SIR,

No. 2.

Sir T. A. Strange to the Right Honble. R. Dundas, 4 May 1811.

BY the Company's ship the Lushington, which sailed the 1st of March, I had occasion to transmit to you, for the purpose of being laid before His Majesty, an account of two late trials at this Presidency, a duplicate of which I have now the honour to forward. The one, namely, that of the King against Reddy Row and Anunda Row, took place in the course of the last sessions for 1808; the other, that of the King against John Battley, in the first of the present year. I find myself under the unpleasant necessity now of stating the particulars and result of a third, proceeded in at the sessions last mentioned, subsequent to the sailing of the Lushington, against the same Reddy Row and the same John Battley jointly, terminating, like the two preceding ones, in conviction. Influenced by considerations already explained in the accompanying representation of the 27th of February, it only remains for me, according to my best apprehension, to submit this latter also to the immediate notice of the King; the Defendants continuing meanwhile at large upon their recognizance, till His royal pleasure upon their case shall be known.

The prosecution alluded to was for a conspiracy in imposing upon a man of the name of Venaigum Moodely, an Enayetnama, or Nabob's Bond, alleged to be forged, in discharge of a debt due by Reddy Row to Venaigum, both Defendants knowing it to have been forged. I proceed to state the substance of the Evidence as given upon the trial, in support of and in answer to the charge. It will be for His Majesty's consideration how far it is maintained; and whether, as in the two former instances, the tendency of the conviction, if wrong, does not justify an adoption of the measure of referring it at once to His Royal discretion and disposal.

The prosecutor *Venaigum Moodely*, an infirm old man, (since dead,) said he had preferred his claim before the Commissioners, not doubting its validity till he was told by Mr. Abbott, and Mr. Light, Solicitor for the prosecution, that they had been informed by Arnachella and Beema Row, that the Bond upon which it was founded was a forged one. It may be proper here to observe, that the Mr. Abbott alluded to is the person of that name referred to among other Creditors of the Nabob in the indictment tried at the October Sessions 1808, against Reddy and Anunda Row, and that Arnachella and Beema Row are the same who swore to the forgery which was the subject matter of that prosecution. He said, that having in 1801, (the year of the death of the late Nabob) advanced to Reddy Row in different sums upon his Bonds to the amount of fifteen thousand pagodas; and having upon the death of Omdut ul Omrah, applied to him for re-payment without success, he had sued out process against him; upon which, about nineteen months after, the Defendant having during all that interval avoided its effect by keeping confined to his house, an interview between them had at length taken place

No. 2.

Sir T. A. Strange to the Right Honble. R. Dundas, 4 May 1811.

at that of the other Defendant, Battley, when he, the prosecutor, in lieu of the Bonds which he held, consented to receive the one in question, dated the 17th June 1801, (about a month previous to the death of the Nabob,) purporting to have been executed in the prosecutor's favour, the Defendant Battley assuring him that it was a good one. It was, (the witness said,) accompanied with an agreement in writing on the part of Reddy Row, engaging to be accountable for the amount of the debt, in the event of the Nabob's Enayetnama not proving available. A day or two after, (he said) receipts were delivered to him as vouchers, purporting to be receipts of Mr. Fitzgerald, physician to his Highness, for four thousand five hundred pagodas, the payment of Mr. Fitzgerald being one of the purposes for which the money lent was alleged to have been borrowed, the remaining eleven thousand having been stated to have been applied in discharge of Kist due to the Company. The receipts being produced, appeared dated prior to the loan. But on cross-examination, the prosecutor acknowledged having understood that at the time of the loan the payments to Mr. Fitzgerald had been already made, and that so much of the money advanced had been applied to replace the sums borrowed for that purpose; denying all consciousness at the time of the advance of its being for the use of the Nabob; he admitted an existing prohibition by Government against natives lending his Highness money; and that when he was hesitating to risk so much on the security of Reddy Row, the late Colonel Barrett, (the Nabob's then minister,) urged him to complete the advance by assurances that the amount, whatever it might be, would be repaid.

See Exhibits, p. 1.

Mr. *Goad*, (one of the Commissioners) produced the Bond, as one upon which a claim (he said) had been made by the prosecutor before him and the other Commissioners. He said, that similar ones on behalf of Soucars, (Bankers) had been claimed before them to the amount of eighty-seven thousand pagodas, including the one in question. Being interrogated on the part of the Defendants, he mentioned the names of Vishoonath Taker, Moorly Doss, Venderajah, and Pravoo Doss, as among the persons alluded to, adding that the dates were the same with that of the one claimed upon by the prosecutor.

See Exhibits, p. 3, 4, 5 & 6.

William Douglas Brodie, describing himself as agent at Madras for Mr. Fordyce, (agent for the Creditors of the Nabob at home,) proved that in July 1802, a claim on the part of Reddy Row had been transmitted through him to England for eighty-thousand odd pagodas, purporting to be a balance due upon open account. He said he had heard nothing at the time of any Bond, but acknowledged to have been afterwards told by Reddy Row that he had not at that time thought it necessary to refer to Bonds, which being in the names of others, and having been received from the Nabob to pass to his Creditors, if they would not accept them, were to be considered as cancelled. He admitted, on cross-examination, that the claim so forwarded by him, had not been entered upon the list of the Commissioners at home for want of a necessary formality, and that this was not the only instance by many, of a claim not received in England being renewed before the Commissioners at Madras.

A person of the name of Manaly Chinniah said, that having in March or April 1802, been employed to mediate between Reddy Row and some of his Creditors, including the Prosecutor, and having in the course of his interview for the purpose been induced to ask him if he had any Nabobs or Rajahs Bonds that he could give him to satisfy them with, he had denied having any, observing that if he had, he should not submit to remain confined as he was to his house on account of his embarrassments. The witness said, he had been in the habit of attending the Durbar in the time of the late Nabob, and that he recollected his last illness, during which, he asserted he had not in general been accessible upon business. The tendency of this was, to negative the fact of the Bond in question, purporting to have been executed so near the time of his death, being his.

Tremul Row, in the service of the present Nabob, said, that soon after his accession, Reddy Row, at a place called the Roushan Chokie, had applied to him

No. 2.

Sir T. A. Strange to the Right Honble. R. Dundas, 4 May 1811.

him with a paper in his hand, stating his having borrowed sums of money from different Soucars named in it, in discharge of which the deceased Nabob had granted assignments upon the crops in some of the countries to the southward, since taken possession of by the Company; and that his request therefore was, that the Government might, through the means of the present Nabob, be prevailed with to give an order for their appropriation in discharge of the Creditors, so as to free him from their importunity. He recollected among the names mentioned, those of Vishoonath Taker, Verderajah Moodely, and Venaigum the Prosecutor. Nothing further he said, passed; he the witness observing at the time, that he did not consider himself as a proper channel for such an application. The inference intended from this was, that as Bonds were not alluded to, none of the description of the one in question at that time existed.

Such was the whole of the evidence in support of the prosecution. Arnachella Row and Beema Row, the persons in whose information it was stated to have originated, were neither of them called; nor was any evidence offered tending in the most remote degree to prove an actual forgery. Admitting the invalidity of the Bond, as matter of inference from the evidence adduced, the only proof to implicate the defendant Battley was that of his having given credit to it by pledging his assurance for its being a good one. There was no evidence of his having done so, otherwise than with the purest good faith.

On the part of the defendants, Mr. Russell and Mr. Goad, Commissioners, produced from the Dewannee and Dusgardon Dufters, the documents referred to in the margin as recognising on the part of the Nabob Loans from Soucars, for one of which the bond in question is professed to have been made. They were proved by Narrain Row, formerly Persian Writer in the Dewannee Department; he said he remembered seeing them entered in the respective Dufters about thirty or forty days before the death of the Nabob, and that to his knowledge he had granted Bonds for the sums specified in them. They had been written in his presence, and he had seen them executed before the death of the Nabob. Upon cross-examination he admitted, that Reddy Row and himself had belonged to the same department.

See Exhibits, p. 7.

Madde Putty Tremul Row, Sheristadar, in the service of the late Nabob, said that sometime previous to his death, he and Reddy Row had been employed by him in obtaining Loans from the Soucars. He stated that being pressed by them for what they had lent, they had gone to Colonel Barrett, who had accompanied them to the Nabob, and that upon Colonel Barrett's representation, his Highness had directed him to prepare Bonds to be given to them in their discharge. This he said was about a month before the death of the Nabob. He said that he had been in the habit of going into the Presence upon business; and that the Nabob transacted affairs to within a very short period before his death. He represented the money, for which Reddy Row and himself had been pressed, to have been borrowed for the payment of the Kist, and mentioned the names of the Soucars, including the Prosecutor, by whom it had been advanced, adding, that it was usual for the Nabob to grant Bonds for money supplied by Soucars.

Of these, *Moorly Doss*, being called said, that about a month or two prior to the death of the Nabob, he and his Partner had at the instance of Reddy Row advanced him, for the accommodation of the C'rear, Six thousand pagodas upon his Bond. He said, that a few days after he had understood from him that he had obtained the Nabob's Bond in his the Witness's name for the amount. That soon after the Nabob's death, Reddy Row concealing himself in his house, he and his Partner had gone to him to re-demand the money they had lent, when declaring to them that he had not then any, he offered them the Nabob's Bond; but that as they were in want of money they declined at that time accepting it, and went away. That in this manner they repeated their demands two or three different times, when seeing no probability of obtaining money they at length received the Nabob's Bond with Reddy Row's collateral agreement, and returned him his. The agreement (he said) was dated the 18th of August 1801. He declared upon cross-examination that he was aware at the time of his making the loan that it was for the Nabob, and that his reason for refusing to receive

No. 2.

Sir T. A. Strange to the Right Honble. R. Dundas, 4 May 1811.

the Nabob's Bond before his death was his unwillingness to have it appear that he had money transactions with the Durbar.

Pravoo Doss, another of these Soucars said he had lent Reddy Row three thousand pagodas about a month or two previous to the death of the Nabob, and that he was aware at the time that it was borrowed for his use; that having soon after his death applied to Reddy Row for payment, he had excused himself, from want of cash; but had offered him the Nabob's Bond for the money, which he told him he had obtained from him for the purpose before his death. The Witness said, that insisting upon the money he had finally sued him, upon which they had come to terms; the Witness accepting in discharge two thousand pagodas with the Nabob's Bond: it was, he said, about five years from the time of the loans when this arrangement took place.

Venaram, Gomastah to Vishoonath Taker, deceased, said that his principal had in his life-time lent money to Reddy Row on account of the Circar, having been in the habit of making such advances; that having died about two or three months after the death of the Nabob, he the Witness, and his other Executors, had subsequently, in exchange for Reddy Row's Bond on which the loan had been made, accepted the Nabob's, with a collateral agreement as a security for its payment. The sum, he said, was twenty-one thousand pagodas advanced at different times; the reason, he said, of his principal not receiving the Nabob's Bond when first offered him, was the prohibition that had been issued by Government, restricting such loans by Natives; but that he had before his death vested a discretion in his Executors, upon which they had acted. He admitted upon cross-examination that it had been given verbally, and was not mentioned in his Will.

Ramiah, the remaining Witness for the Defendant, late in the service of Verderajah deceased, said, that Verderajah being a Creditor of Reddy Row's, and having been sent for by him about two months subsequent to the death of the Nabob, while confined to his house on account of his debts, he the Witness, had attended him there; that after some conversation between them on the subject, Reddy Row had put into Verderajah's hands seven Enayutnamas of the Nabob's, of which one being in favour of Verderajah he had requested him to accept it, engaging him at the same time to deliver the rest to the other respective Soucars, of whom he had borrowed money; the persons alluded to being Vishonath Taker, Vanaigum Moodely, the Prosecutor, Pravoo Doss, Vencatanarput, and Ranchander, but with respect to Moorly Doss he had (as Reddy Row told him) already agreed. Verderajah (the Witness said) accepted for himself, expressing his doubt whether he should be able to prevail upon the others to follow his example. Having carried the Enayetnamas away with him, however, he had a communication afterwards with the different Soucars for the purpose; but without success upon which he had returned them to Reddy Row. The Witness said he had accompanied him once or twice on the subject to the house of the Prosecutor; but had not been present at the interview.

The Jury, as already stated found the Defendants GUILTY.

UPON the evidence, it is humbly submitted, there would seem to be no foundation for this verdict; nor can it well be accounted for upon any principle, that does not arraign the competency of a Madras Jury to decide upon the validity of the claims depending before the Commissioners for the adjustment of the Nabob's debts. The exclusion by the Deed of Covenant of the servants of the Company upon the Madras Establishment from any share in the execution of this trust, marks pretty strongly the general sense as to the danger of a local bias with reference to its object. So little, indeed, does it appear supported by proof, that a new trial might have been moved for with confidence, could a different issue from it, if obtained, have been reasonably presumed. But it entered, it is believed, into the mind of no one to entertain any such expectation: no application of the sort was made, whatever may have been intended, it having been concluded, that if the conviction has been improper, the only sure remedy lies in the course, which by the present appeal the Court is thus in some measure, through constraint, adopting.

That

No. 2.

Sir T. A. Strange to the Right Honble. R. Dundas, 4 May 1811.

That as against the Defendant Battley there may be said to have been no evidence at all, has been already remarked; and unless both were affected with guilt, the indictment being for a conspiracy, both should have been acquitted, as the Jury were told in the summing up. With respect to the charge in general, the probability appears strong upon the evidence of the Soucars, that the Prosecutor was apprised of the Bond in question upon the death of the Nabob, if not before; though influenced, as he confessedly had been, in instituting the prosecution, the tendency of his evidence was to impress a contrary belief. He is corroborated indeed by the person named Manally Chinniah; but of this witness (well known at the Presidency) it may be stated, that he is much connected with those by whom this and the two preceding prosecutions against the same parties have been promoted, and conducted with a zeal at once unusual in matter of crime and unfavourable to justice. The proof on the part of the prosecution in question is at best argumentative, admitting the evidence to be all true. There is no evidence of the Bond being in fact a forged one; none of any design on the part of the Defendants to commit the imposition charged. The design might have been inferred from circumstances, but there appear none from which it can be fairly collected. The prosecutor previous to the prosecution had no suspicion of the sort; he was proceeding with his claim before the Commissioners (so far as appears) not mistrusting its validity, till he was told as from others not produced to substantiate their allegation, that the Bond upon which it was founded had been forged.

As any the lightest sentence upon this verdict would, by rendering the Defendants in judgment of law infamous, tend to disqualify them from giving testimony before the Commissioners, (an object of importance, considering the knowledge they possess of Durbar transactions), reviewing the evidence, I have, upon this and other considerations already referred to, thought myself called upon, before I pass any, to submit it to the King; permit me therefore, Sir, to request that the case be laid before His Majesty.

I have the honour to be, Sir,

Your most obedient Servant,

Fort St. George, May the 4th 1809. (Signed) THOMAS ANDREW STRANGE.

(Enclosure.)

Enclosures in No. 2. Exhibits.

The King against *John Battley* and *Reddy Row*.

Copies of EXHIBITS produced on the part of the Prosecution.

No. 1.—Receipts of Mr. Fitzgerald.

Madras, 1st February 1801.

Received from Annunt Row, Renter of the Vellore Districts, in part of my Tunka, one thousand Star Pagodas.

(Signed) M. Fitzgerald.

S. P. 1,000.

Madras 17th February 1801.

Received from Anunt Row, Renter of the District of Vellore, in part payment of my Tunka, one thousand five hundred Star pagodas.

(Signed) M. Fitzgerald.

S. P. 1,500.

Madras, 4th May 1801.

Received from Anunt Row, Renter of the Vellore District, the sum of six thousand seven hundred and fifty Rupees, in further payment of my Tunka.

(Signed) M. Fitzgerald.

Enclosures in No. 2. Exhibits.

Translation of a copy of an Enayetnama under the seal and signature of the Nabob, dated the 5th of Suffer 1216, Hijeree (17th June 1801) in the name of Venaig Moodilly.

The sum of of fifteen thousand and five hundred Star Pagodas, the half of which is seven thousand seven hundred and fifty pagodas, of which eleven thousand pagodas were on account of the District of Tinnevelly, for the Company's kists for May and June 1801, and four thousand five hundred Star Pagodas on account of the District of Vellore, for the Tunkah of Dr. Fitzgerald, which you have sent to the Sircar through Roy Reddy Row, in the way of a loan, bearing interest; by the Grace of God the aforesaid sum, with interest at the rate of one pagoda per cent. per month, shall be paid to you by the Sircar without reserve, at the expiration of two months. What more need be written.

Copy of papers with appendix produced by Mr. Brodie, upon which the claim was made by Defendant Reddy Row, as stated by Mr. Brodie in his evidence.

—No. 1.—

The following (in the original Persian) was approved of and signed by his Highness the Nabob Omdut ul Omrah Behadar.

Translation of a writing addressed by Roya Reddy Row to his Highness the Nabob Omdut ul Omrah Behadar, dated 1st of Jamaudisauny, month of the Hizery, 1215.

The signature of your Highness is necessary for the purpose of my employing Mooneshy, &c. under my command, and for paying the kist-money to the Company; and for giving Bonds to the Soucars.

The Moonesheys, &c. following, viz.

1 Mooneshy Vencatarow.
1 Sirastadar Reddy Row, son of Kistnajee Dôss,
1 D° - Sashagery Row, Arcot Maujee.
4 Dalayets.
4 Hircarahs.
2 Chobdars.
1 Mashaljee.

Colonel Barrett, Bahadar, has informed that your Highness has been pleased and ordered that the money should be borrowed of Soucars towards the payment of the kists-money to the Company, on the mortgage of the produce of Tinnevelly, Madura, and Vellore Districts; and that if there is any balance appeared to be due to the Soucars, after having deducted what was paid and liquidated up to the month of June, it shall be paid off through my means. In pursuance thereof, I have consulted with the Soucars, who desire me to give my Bonds; but if your Highness will please to affix your signature on this to the above purposes, I shall give my Bonds to the Soucars, and get from them the money and pay it to the Sircar; whatever money shall be delivered from the above Districts I shall pay to them. If there appears any balance due to them after having deducted what was liquidated as aforesaid up to the month of June, the same should be paid off by the Circar.

Roya Reddy Row
Wanlaja Hy.

—No. 2.—

The following (in the original Persian) was approved of and signed by his Highness the Nabob Omdut ul Omrah Bahadar.

Translation of an Address made by Roya Reddy Row to his Highness the Nabob Omdut ul Omrah Bahadar.

The under-mentioned districts are to be Tenaka, or secured to me by your Highness, on account of the balances due to the Soucars through my means; viz. Vodearpollam, Aleanoor, Madura, Trichinopoly, and Teroopatty; and your

Enclosures in No. 2. Exhibits.

your Highness might at the same time pass order to the Amuldars and Moostadars, under service and unservice in the said districts, for the produce of the Phasily 1210 and 1211.

With respect to the sum of 249,435 star pagodas 8 fanams and 40 cash, due agreeably to the Bonds and Accounts through the means of myself (meaning Reddy Row) the sum of 161,731 star pagodas 30 fanams and 20 cash were paid and liquidated, deducting which, there remains still a balance of 87,703 pagodas 23 fanams and 20 cash, for the liquidation of which the produce of the following districts are to be secured; that is to say,

	Pag.	f.	c.
In the produce of the districts Aleanoor and Voderappollam, in the Phasely 1211, the sum of - - - - - -	10,203	23	20
In the produce of the district of Terochinopolly, in the Phasely 1210 - - - - - -	15,000	—	—
D° - D° - D° - 1211 - - -	15,000	—	—
	30,000	—	—
In the produce of the district of Madura, in the Phasely 1211 - - - - - - - - - -	7,500	—	—
In the produce of the district of Teroputty, in the Phasely 1211 - - - - - - - - - - -	40,000	—	—
Star Pagodas -	87,703	23	20

—No. 3.—

The following (in the original Persian) was approved of and signed by his Highness the Nabob Omdut ul Omrah Bahadar, to pass an Order for granting as hereinafter mentioned.

Translation of an Address made by Colonel Barret, to his Highness the Nabob Omdut ul Omrah Bahadar; dated 11th Mogrom, month of Higery, 1216, answering to A. D. 26th May 1801.

It having been customary that the Amuldars were used to give a present of eight Annas per hundred to the head Moosadies, or Keepers of the Dewanny Records, at the time they pass the orders for Aumildarship, I beg your Highness will be pleased to issue out an order that the said Moosadies may continue receiving the said present as usual: Besides, Raya Reddy Row having by order of your Highness, on the mortgage of the produce of the districts, namely, Teronavelly, Madura, and Vellore, borrowed money from Soucars on his Bonds, towards making the payment of Kists-money to the Company, deducting the collection of the produces of the above districts, there remains a balance of about 87,000 pagodas. As the month of June drawing near, I beg your Highness will please to issue orders upon any other districts, for the liquidation of the above balances; and wait for your Highness's commands.

Affidavit of Arnachill Row.

Arnachill Row, the Deponent above named, maketh oath, and saith, that the foregoing three papers, Nos. 1, 2, and 3, are, to the best of his knowledge and belief, just and true copies of original writings in his possession, as Attorney to Duttajee Row, to whom they have been assigned over by Raya Reddy Row, as per original deed also in his possession, dated in Triplicane, 12th July 1802. And this Deponent saith, that there is a large balance of star pagodas, 87,703 23 20, justly due and owing to him on the part of his late Highness the Nabob of Arcot, as specified in voucher No. 2, no part of which, nor the interest thereon, hath been paid, as the countries on which these balances were to have been collected has been taken possession of by the Honourable East India Company. And this Deponent further saith, that to the best of his knowledge and belief, the above balance is justly due and owing, in consequence of large sums of money advanced on the part of the said Roya Reddy Row to his said Highness, for the purpose of enabling him to complete his Kists to the Honourable Company; and that he is now deprived of the means of recovering any part thereof,

Enclosures in No. 2. Exhibits.

in consequence of the countries of which his security was placed having been taken possession of by the Honourable Company.

(Signed) *Arnachilla Row.*

Sworn before me, this 22d day of July 1802.

(Signed) James Connel,
Alderman.

Copies of Exhibits produced on the part of the Defendants.

Translation of a Sewaul, or Representation from Colonel Barrett to the Nabob.

[In the Nabob's hand-writing.]

1 Alif.

"Let it be given."

The Mootsuddies or officers of the Dewannee, and others, have stated, that they are entitled to Sherne, or an allowance of eight annas per cent. on account of Toorum Chittee [a species of perquisite] from Farmers and Aumils of Talooks, and that they are now hopeful, that the high command may be issued to the farmers and others, to pay the Shirnee of the Toorum Chittee.

Roy Reddy Row, according to the Order, borrows money from bankers on his own Bonds, and delivers it to the Circar for the Company's Kists, chargeable upon the Talooks of Tinnavelly, Madura, and Vellore. After deducting receipts, star pagodas 87,000 is the balance due to the bankers. The year is nearly at an end. The amount must be defrayed from the Talooks; on this subject what are your commands?

11th Mohurrum 1216, Higeree, 25th May 1801.

The Representation of your slave Barrett.

Translation of Sawal, or Representation to the Nabob from Colonel Barrett.

No. 1 "The Nabob's Alif and Swad."

According to your Highness's command, nine Enayutnamahs, in the name of Vishoonath Thakore, and others, bankers, as below specified, on account of loans through Roy Reddy Row, according to a signed memorandum, having been prepared, are sent to your Highness. It is hoped that they may be honoured with the seal and signature of your Highness, in order that they may be given to the bankers; nine papers, as follow:—

One of the name of Vishoonath Thakore, for pagodas		-	21,400
One - D° - Moorly Doss	- - - -	-	6,000
One - D° - Venaig Moodilly	- - - -	-	15,500
One - D° - Verdiraj Moodilly	- - - -	-	5,700
One - D° - Perbhoo Doss	- - - -	-	3,300
One - D° - Bhoojung Row	- - - -	-	1,000
One - D° - Ramchunder Bhutt	- - - -	-	5,000
One - D° - Culloor Vincat Narnapah	- - -	-	4,000
One - D° - Duttajee Moorlapah	- - - -	-	21,800

Written 5th Suffer, 1216 Higeree, or 17th June 1801.

The representation of your slave Barrett.

Translation of a Persian Paper, found in the Durbar Records, intitled Awurzah (or Register) of the Dustgerdan Account of the Bankers, from the 21st of Mohurrum 1216 (4th June 1801).

According to an Enayetnama, under the seal and signature of the Nabob, dated the 5th of Suffer, 1216, (17th June 1801) interest at the rate of one pagoda per cent per month, payable in two months, through Roy Reddy Row;

For the Company's kists for the month of June 1801, on account of the district of Tinnevelly - -	pagodas	11,000 —
On account of the district of Vellore, for the Tunkah of Dr. Fitzgerald - - - - - - - - -	pagodas	4,500 —
	Star Pagodas	15,500 —

Enclosures in No. 2. Exhibits.

Extract from a Paper, intitled

List of Copies of Enayutnamas, Bonds and Memorandums, and Sawals or Representations, &c. on account of Loans from Tishoonath Thakore, and others, bankers, received by the Circar through Reddy Row, according to which original papers, under the sign manual, are forth-coming as follows:

Enayutnamas, in the manner of the Bonds attested by the seal and signature of the Nabob, written the 12th Suffer, 1216 Hidgere (or 17th June 1801).

Nine Papers.

Vishoonath Thakore	pagodas	21,400
Moorly Doss		6,000
Venaig Moodilly		15,500
Vardaraj Moodilly		5,700
Pirbhoo Doss		3,300
Ram Chunder Butt		5,000
Culloor Vineah Naranapah		4,000
Duttagee Moorlapah		25,800
Bhoojung Row		1,000
Total Pagodas		87,700

Translation of a Memorandum in the Nabob's hand-writing.

" One sheet, it has been seen".

Memorandum of the exchange of balance due to the bankers, in part of the Talooks of Wadiarpala, Alianoor, Mudhura, Muthurnugger and Tirputty, through the late and present Renters as below specified, from the year 1210, Fuslee, to the year 1211, Fuslee (A. D. 1800-1) according to an account of receipt and balances of money borrowed for the Company's kists through Reddy Row, according to Bonds - - - Star Pagodas 249,435 3

Deduct Receipts 161,731 10¼

Balance 87,703 8¼

On the back of the Paper,

Wadiarpala and Alianoor, in the year 1211 Fusly, pagodas	10,203	8¼
Mudhura, in the year 1211, Fuslee	7,500	—
Nuthurnugger; viz. in the year 1210, Fuslee, pagodas 15,000		
In the year 1211 D° 15,000		
	30,000	—
Tirputty, in the year 1211, Fuslee	40,000	—

" Inspected." Letter shewn.

True Copies.

(Signed) T. A. STRANGE.

V.

PAPERS

RELATING TO

East India Affairs.

Suspended *Madras* Officers, &c.

Ordered, by The House of Commons, *to be printed*,
13 *June* 1811.

LIST of PAPERS

Presented to the Honourable House of Commons, in pursuance of their Orders of the 7th June 1811.

No. 1.—Return to an ORDER of The House, requiring, "Copy of "a LETTER from Mr. Secretary Falconar to William Petrie, Esq. "dated 1st September 1810, with an Enclosure; and the Answer "of Mr. Petrie, of the same date" - - - page 1

No. 2.—Return to an ORDER of The House, requiring, "Copy "of the PROCEEDINGS of the Court of Directors, of the "27th February 1810; regarding the removal of Mr. Petrie from "Council" - - - - - - page 3

No. 3.—Copy of the PROCEEDINGS of the Court of Directors, on the 26th March, 5th April 1811, and on subsequent days; regarding the Suspended Officers - - - - ibid.

No. 4.—Copy of a LETTER from Lieutenant Colonel the Honourable Arthur St. Leger to the Governor of *Madras*, dated in August 1807 - - - - - page 27

No. 5.—Copy of a LETTER from Lieutenant Colonel the Honourable Arthur St. Leger to the Governor General, dated 28th August 1807 - - - - - page 30

No. 6.—Copy of a LETTER from Lieutenant Colonel the Honourable Arthur St. Leger to the Court of Directors, dated 16th April 1811 - - - - - page 32

No. 7.—Copy of a MEMORIAL addressed to the Court of Directors by Lieutenant Colonel A. Cuppage, dated in October 1807 - - - - - - - page 35

India Board Office, Whitehall,
13 June 1811.

V.

PAPERS

RELATING TO

EAST INDIA AFFAIRS.

Suspended *Madras* Officers, &c.

No. 1.

Return to the ORDER of the Honourable House of Commons, dated the 7th June 1811;—requiring, "Copy "of a LETTER from Mr. Secretary *Falconar* to *William* "*Petrie*, Esq. dated the 1st September 1810, with an "Enclosure; and the ANSWER of Mr. *Petrie*, of the "same date."

No. 1.

RETURN to an Order of The House 7 June 1811.

NO Copy of the Letter from Mr. Secretary Falconar to William Petrie, Esq. dated the 1st September 1810, has been received at the India House.

A Copy of the following Paragraphs was transmitted to the Government of Fort St. George, authenticated by the Secretary to the Court of Directors, under date the 11th April 1810, as Paragraphs intended to be inserted in the next General Letter to Fort St. George, and which, it is presumed, are the Paragraphs alluded to in Mr. Petrie's Letter to Mr. Falconar, of the 1st September 1810; viz.

"We have resolved that a new commission be issued for the Government of your "Presidency, and that the following persons be appointed Members of the said "Government; viz.

"Sir George Hilaro Barlow, Bart. K.B. Governor;

"Lieut' Gen' Sir Samuel Auchmuty, Commander in Chief, and second in "Council;

"Thomas Oakes, Esq. third; and

"James Henry Casamaijor, Esq. fourth in Council.

"We desire that Mr. Petrie may be appointed Senior Member, under Council, "of the Board of Revenue."

These Paragraphs afterwards formed part of a Letter to the Governor in Council of Fort St. George, under the signature of the Court of Directors, dated the 4th May 1810.

Examiner's Office, East India House,
the 11th June 1811.

Mr. Petrie's Letter to Mr. Secretary Falconar; 1 Sep. 1810.

To ALEXANDER FALCONAR, Esq.
Chief Secretary to Government.

SIR,

I HAVE just now had the honour to receive your Letter of this day's date, transmitting, for my information, by the order of the honourable the President in Council, the copy of a Paragraph from the honourable the Court of Directors, which "is intended to be inserted in the next General Letter to Fort St. George;" and on this intended Paragraph it appears the honourable the President in Council has

No. 1.

RETURN to an Order of the House, 7 June 1811.

Mr. Petrie's Letter to Mr. Secretary Falconar; 1 Sep. 1810.

has immediately acted, by removing me from my situation in Council, and by appointing me to be senior Member, under Council, of the Board of Revenue.

In the intended Paragraph of the honourable Court, it is clearly and distinctly expressed, that I was not to be included in the new commission of Government, which is to be issued for the Government of this Presidency, and that the honourable Court has been graciously pleased to appoint me to the first situation under Council at the Revenue Board; but, with all due submission to the resolution of Government, I hope I may be allowed respectfully to state, that this resolution does not appear to me to be in conformity to the order of the honourable Court, as you have expressed in your Letter, because the late communication only announces an intention, but conveys no order for carrying it into immediate effect.

That such communication of an intention cannot be construed into the nature of an order, and does not in the common construction of language, impose any obligation until the receipt of the order which is announced, and which can only then operate to the accomplishment of the objects the honourable Court had in view. I may further, I hope, be permitted to remark, that this anticipation of an intention may be productive of public inconvenience or embarrassment, should circumstances intervene to produce a change in the resolution of the honourable Court, between the notification of the intention, and the issuing of the order.

I trust I am not guilty of presumption in supposing, that if the honourable Court had intended that my removal from Council should take place on the receipt of the proposed Paragraph, their orders to that effect would have been clearly and unequivocally conveyed, leaving no doubt or ambiguity in their construction.

It is not unreasonable to infer, that the object of this official communication of an intention, was not only to inform the Government of the proposed change in its Members, but also from an humane and liberal consideration for the situation of an individual, who might be greatly embarrassed and distressed by a precipitate and unprepared degradation from the high station to which they had elevated him—a station he has held for eleven years, in which period he has been three times appointed to the eventual succession of the Government, once in the actual enjoyment of that high rank, and at present in the possession of a commission of Government as successor to the present honourable President.

Such a transition from my late elevated rank, to the place I now hold in the service, is certainly not a common occurrence in the fortunes of an individual; such an humiliating degradation in the eyes of the European and Native community, has till now, I believe, not fallen to the lot of any public servant in India. But I cannot permit myself to suppose that my honourable Employers, from whom I have received so many distinguished and honourable marks of confidence, from whose bounty I have experienced so many favours, could intend that the painful severity of the late orders should fall upon me, without some previous intimation of their intention.

These effects, which it is probable the communication of the proposed Paragraph was humanely intended to avert, I have felt and continue to feel in their full force.

It is incumbent on every man to bear the vicissitudes of life with firmness and resignation; but there are certain feelings inseparable from humanity, which are entitled to and usually have consideration under the most rigorous dispensations of justice.

Having thus taken the liberty of representing, to the honourable the President in Council, the observations which have most forcibly struck me on this unusual occurrence, with that respect which I owe to his superior authority, I request of you to communicate, at the same time, my acknowledgments to the honourable the Court of Directors, for the many obligations conferred upon me, and to signify my acceptance of the appointment to which that honourable Body has thought proper to nominate me.

I have the honour to be,
Sir,
Your most obedient Servant,
(Signed) *Wm Petrie.*

Madras,
1 Sept[r] 1810.

No. 2.

Return to the ORDER of the Honourable House of Commons, dated the 7th June 1811;—requiring, "Copy "of the PROCEEDINGS of the Court of Directors, of "the 27th February 1810; regarding the removal of "Mr. *Petrie* from Council."

No. 2.

RETURN to an Order of the House, 7 June 1811.

THERE are no Proceedings of the Court of Directors of the 27th February 1810, regarding the removal of Mr. Petrie from Council; but, on the Court's Proceedings of the 27th of February 1811, the following particulars are minuted; viz.

"At a Court of Directors held on Wednesday the 27th February 1811"—

"The under-mentioned Papers being called for, were read; viz.—

"General Letter from Fort St. George, in the Public Department, dated 18th Septr 1810, with the Enclosures therein; viz. Nos 2, 3, and 4.

"Extract Commissions of Government for Fort St. George, dated 2d June 1807, and 10th April 1810.

"The following Motion was then made; viz.—

"That the opinion of the Company's Standing Council be taken respecting the legality of the proceedings of the Madras Government, in the removal of Mr. Petrie from the Council of that Presidency, previous to the receipt of the new Commission of Government, and to the arrival of Sir S. Auchmuty, appointed Second in Council; and previous likewise to the receipt of orders to that effect, under the hands of thirteen or more of the Directors."

"And the previous Question on the said Motion being moved; viz.—

"That this Question be now put;—

"And the same being taken by the Ballot,—

"It passed in the Negative."

Examiner's Office, East-India House,
11 June 1811.

No. 3.

Copy of the PROCEEDINGS of the Court of Directors, on the 26th March, 5th April 1811, and on subsequent days;—regarding the SUSPENDED OFFICERS.

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

At a COURT of DIRECTORS, held on Tuesday, 26th March 1811;

THE Chairman acquainting the Court, that it is specially summoned for the purpose of taking into further consideration the cases of the Suspended Madras Officers;

And the following Motions being separately put;

It was

Resolved by the Ballot, That Major De Morgan appears to this Court to have been guilty of having signed a very improper and inflammatory Address to Lord Minto, containing doctrines hostile to the existence of military discipline, and calculated to lead to the subversion of all due authority in the State; and that he has also, in the intended prosecution of Lieutenant Colonel Munro, and in his Letter to Colonel Cuppage, dated 14th April 1809, exhibited a spirit deserving of much reprehension.

Resolved by the Ballot, That Captain Marshall appears to this Court to have been guilty of having prepared copies of the intended factious and inflammatory Memorial to Lord Minto, hostile, as already mentioned, both to military discipline and to legal government, at as early a period as the beginning of February 1809.—That this fact might

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

might lead to the inference of his having had a further concern in the circumstances relating to this paper; and in the most favourable construction that could possibly be put upon his conduct, must prove that he was highly deficient in an essential point of his duty, in concealing the knowledge of it from the Government of Madras.

Resolved by the Ballot, That Lieutenant Colonel Martin, also appears to this Court to have been guilty of having been concerned in preparing copies of the intended factious and inflammatory Memorial to Lord Minto, the character of which has been already described, at as early a period as the beginning of February 1809.—That this fact, as in the case of Captain Marshall, might lead to the inference of his having been further concerned in the circumstances relating to this paper; and in the most favourable construction that could possibly be put upon his conduct, must prove that he was deficient in his duty, in concealing the knowledge of it from the Government of Madras.

Resolved by the Ballot, That Captain Grant appears to have been guilty of a very serious offence against military discipline and the authority of legal government, in subscribing his name to an Address to Major Boles, in which a systematic resistance to Government is upheld, and an indemnity is offered to the persons suffering under such resistance; and that Captain Grant has moreover added to this offence by the reprehensible manner in which he introduced this paper to the notice of the Government of Fort St. George.

A Letter from John Huddleston, Esq. Member of this Court, dated this day, containing his observations upon a Letter from the late and present Chairman, read in Court the 6th instant, was read.

Letter from Mr. Huddleston to the Court; 26 March 1811.

To the Honourable COURT of DIRECTORS of the East India Company.

"Gentlemen,

"IN the Letter to the Court, from the late Chairman and Deputy Chairman, delivered and read the 6th instant, a construction is given to the Resolution of the Court of the 5th of December 1809, on the subject of the Madras suspended Officers, so essentially different from that which I conceive to be the correct one, and observations are applied to the Dissent which was recorded against that Resolution, and to the proposition offered to the Court on the 4th April 1810, for the removal of the suspensions, and to the Dissent which was recorded on the 11th, by four Members of the Court, against the rejection of that proposition, of a nature so extraordinary, that I should be wanting to those of our absent ex-colleagues, whose signatures appear with mine to the last-mentioned Dissent, and to the sentiments and principles which I have invariably maintained in relation to the whole subject, if by omitting to notice that construction and those observations, I left them to produce the impression which they are calculated to make, not on the Court, or on any of its Members, but on those who may read them without a previous knowledge of the transactions and a perusal of the documents to which they refer.

"After what has been said, and the opinions that have been declared of the Resolution of the 5th December 1809, by Members of the Court distinguished not less for their moderation and candour, than for their pre-eminent talents and long experience, I rather expected that one of those Members would propose the expunging of that Resolution from our Minutes, than that even the parent of it, the late Chairman himself, would venture on the Herculean task of attempting its defence.

"The great aim of the Letter in question is to give a character and construction to the Resolution of the 5th December 1809, widely different from those which it has hitherto borne, and of which I believe no human ingenuity can divest it. I propose to examine progressively every material statement which the Letter contains. It begins with observing, that "the Resolution of the 5th December 1809, was the result "of a deliberate proceeding, held in pursuance of notice given and recorded on a "preceding Court day. The Resolution did not, as has been very erroneously assumed "by some, first pass a judgment on the Officers, and then refer the examination of their "cases to a future day, the proceeding of the Court was quite different; they first "examined and considered the conduct of the Officers, and then passed an opinion upon it." The Chairman, on the preceding Court day, did certainly acquaint the Court, "that on Tuesday next he intended to submit to their consideration what further proceedings may be proper respecting the Officers lately suspended at Fort St. George."

On

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

Letter from Mr. Huddleston to the Court; 26 March 1811.

On that Tuesday the Chairman came to the Court with a Paper ready prepared, and delivered a speech, from which it was obvious that the Paper expressed a resolution for dismissing the suspended Officers; a discussion ensued, in which several Members, and particularly one of great influence in the Court, who is always the calm opposer of violent and precipitate measures, deprecated what they conceived would be so harsh and unjuſt a proceeding, as the Officers accused were as yet absent and unheard, and there was nothing before the Court but the *ex parte* ſtatements of their accuser; in consequence of this discussion, the Paper was altered by the Chairman himself with the aid of the Secretary, and at length reduced to the form and words in which it now appears, and I think it will be found that it does much more than "*pass an opinion*" on the conduct of the Officers.

" The Letter proceeds to state, that " the various documents in possession of the " Court, relative to the subject which had *before been considered*, were again read, a " debate followed, and in conclusion the Resolutions passed by a majority of " 15 to 2."—I know only of the papers having been read, but not of any previous consideration of them; and as five Members at leaſt earneſtly deprecated the adoption of the Resolution, and *three* recorded Proteſts againſt it, I am at a loss to account for the fact of there having appeared only two votes on the ballot againſt it; and it seems to me explicable only, by supposing that several Members muſt, by mistake, have balloted *for* the Resolution, when they intended to have balloted *against* it.

" Before proceeding to the next paragraph in the Letter, it is necessary to offer a short prefatory Statement.

" The Madras Government had deprived the Officers of their ſtations and commands; suspended four of them from the Company's service, and ordered them ignominiously to England without a trial or a hearing; and recommended a fifth, Lieutenant Colonel Martin, to be dismissed the service—not to call upon him for his defence, or see if he could offer any, but to dismiss him from the service.

" The Resolution in queſtion, of the 5th December 1809, when the parties were on their passage to England (excepting Lieutenant Colonel Martin, who was then actually in London, and ignorant even of his having been accused), in confirmation of that proceeding of the Madras Government, assumes the guilt of the Officers on the *ex parte* criminating ſtatement of their accuser, and pledges the Court to proceed, on a future day, to the act of their dismission.

" Such is the definition given of the Resolution in queſtion, in a Proteſt againſt it, dated the 13th of the same month, and enlarged upon in another by four Members of the Court of the 11th April ensuing; and to determine whether or not the definition is a juſt one, all that I conceive to be necessary is, to read the Resolution itself to which it is applied. After the lapse, however, of fifteen months, namely, from the 5th December 1809 to the 6th March 1811, a Letter is addressed to the Court, which virtually, though not in express terms, denies that the Resolution pledged the Court to the act of dismission, and through many succeeding pages labours hard to inculcate the idea, that it left the subject open for future deliberation. That in the early pages of the Letter, however, the writer felt the difficulty of the task he had undertaken, will be manifeſt on comparing the peculiar phraseology employed in the following passage with the Resolution itself.

" The Resolution diſtinctly ſtated it to be the opinion of the Court, that the said " Officers were worthy of dismission; but because a ſtanding rule required that pre- " vious notice should be given of a motion of dismission, the Resolution, *in obedience* " *to this rule*, accordingly *bore*, that the Court would, on a future day, *proceed to* " *the act of dismission*. This mode of procedure necessarily *left the subject open to* " *another debate, which the Resolution assumed would be final*. Nor were the Court " desirous to exclude that further opportunity of discussion, which in conformity to " the ſtanding order it would produce, although they thought it their duty then to " record the opinion they had formed, and on which the ultimate act of dismission " was to proceed."

" Here, it will be obvious, is an admission not very distant from the character assigned to the Resolution in the Dissents, namely, that it pledged the Court to proceed to the act of dismission on a future day; but this admission is gradually receded from as the Letter advances, until at length it is broadly stated that the Resolution expressed " *only an opinion*," leaving the question, " of actual admission, still open " to debate;" and then follow these words, " yet we were perfectly willing and " desirous that every subsequent information which could throw light on the case

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

Letter from Mr. Huddleston to the Court; 26 March 1811.

" of the suspended Officers, and every thing they had subsequently offered in their " defence, should be fully weighed." To all acquainted with the facts, this passage must, we think, appear extraordinary—in the Protest of the 11th April 1810, by four Directors, it is stated as their belief (with reference to the proceedings of the 5th December on the cases of the suspended Officers) that the proposition which the Chairman on that day brought forward in Court, " in the original draft extended " to their dismission from the service;" and I think that if the late Chairman could have contradicted that statement, he would not have omitted to do it, in a Letter which, though professing to take only a cursory view of that Protest, and to consider it as peculiarly " open to reply," devotes to it *eight* pages of a large sized paper closely written, and adverts to no part of it that is more important. If it *was*, however, merely an omission, the late Chairman will have an opportunity of rectifying it at whatever period of time hereafter he may, as I conjecture he will condescend to notice the observations I am now submitting to the Court, and of denying that the proposition he brought forward on the 5th December 1809, did (as he brought it into Court) extend to the dismission of the five suspended Officers therein named, from the Company's service; and if he cannot make that denial, it will remain with him to reconcile his intention to have proposed the dismission of the Officers that day from the service, with his having been " perfectly willing and de- " sirous that every *subsequent* information which could throw light on the case of " the Officers, and every thing they had *subsequently* offered in their own defence, " should be fully weighed;" to what period the words " subsequent and subse- " quently," are meant to refer, and whether it can be to any but a period subsequent to their *dismission* from the service, the late Chairman will, perhaps, also condescend to explain:—it is a fact never to be lost sight of by those who wish to form a candid and impartial judgment on the whole subject of the proceedings of the 5th December 1809, that four of the suspended Officers were at that time on their passage to England, and that they had been suspended in India without a trial or a hearing, or being called upon for any explanation or defence; and that the fifth (Lieut' Col. Martin) was in London, and ignorant even of his having been accused, at the moment that the Court were debating the question of his dismission from the service. But I will now suppose the late Chairman to be able to deny that the Paper he brought forward in Court the 5th December, did, before it was altered, express a Resolution of actual dismission of the suspended Officers, and take the Resolution as it now stands on the Minutes of the Court, and then leave to every impartial breast to decide whether, as stated in the Letter before us, it expressed " *only an* " *opinion*, leaving the question of actual dismission still open to debate," or whether, as I contend, it pledged the Court to proceed to the act of dismission on a future day. On these points the Resolution shall speak for itself; the words are these, " That the offences with which those officers are *charged*, are of the most dangerous " and criminal nature, subversive of all legitimate authority, and ought always to " receive the severest punishment which the Court of Directors can inflict; since " lenity in such a case to individuals, would prove most detrimental and perni- " cious to the general interest of the Army, the Indian Governments, and the " Nation.

" That, in the circumstances in which the Government of Fort St. George " were placed, and under the conviction they had from evidences before them, the " measures they adopted with respect to those Officers were proper and necessary.

" That those evidences, so far as they are brought before the Court, do appear " clearly to establish the guilt of the different parties to whom they related, and to " shew them worthy of dismission.

" That *it is therefore proper to proceed to the act of dismission*; and that agreeably " to the standing rule of the service, which requires notice of a motion of a dismission, " *the Court do on a future day proceed to the said act, namely, the dismission of* " *Lieutenant Colonel Sentleger, Major De Morgan, Captain Marshall, Captain* " *Grant, and Lieutenant Colonel Martin*; and in the meantime, that Lieutenant " Colonel Martin, now at home, who was equally implicated, and upon the same " evidences, in the offence for which Captain Marshall was suspended; who would " have been suspended in like manner had he been in India, and whom the " Fort St. George Government recommend it to the Court to dismiss with the other " officers; be, until the final consideration of their case comes on, suspended, as they " are, from the Company's service."

" As I have just quoted the words of the Resolution, I shall repeat here the

statement

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

Letter from Mr. Huddleston to the Court; 26 March 1811.

ſtatement made in the Proteſt of the 10th April, and queſtioned in the Letter I am now discussing; that in the Resolution of the 5th December, the word *charged* is made use of, and relied on precisely as if the signification were synonymous with the word *convicted*. I confidently ask, whether the Officers having been *charged* with offences of the moſt criminal and dangerous nature, is not one of the expressed grounds for the severe declaration which follows in the concluding paragraph, namely, "that it is *therefore* proper to proceed to the act of dismission." If the late Chairman himself can still entertain a doubt of my correctness on this point, or give a negative answer to the foregoing queſtion, I invite him to ſtate diſtinctly what he "*therefore*" refers to; submitting to him, at the same time, whether his difficulties would be at all lessened by making it refer exclusively to the ſtatement which immediately precedes it.—Lastly, before taking leave of the defence now offered for the Resolution of the 5th December 1809, I shall accept it in the very sense contended for, and suppose it *not* to have pledged the Court to the act of dismission, but merely to have pronounced it as the *opinion* of the Court, that the Officers *were worthy* of dismission; and even taking it solely in that sense, I submit it to the candid reflection of the Court, whether the *so* pronouncing upon men absent and unheard, even if, inſtead of being all Officers of known merit, they had been the humbleſt individuals dependant on the Company for bread, would not have been a violation of the great principle of *audi alteram partem*; and in that a violation of the principle delivered to us as comprehending the sum and essence of our duty; for it may safely be affirmed that it is a principle which no one ever violated who would not loudly claim the benefit of it in his own case.—"Hear all, and then judge," has been a precept revered by every upright tribunal; and, in our several discussions on the cases of the suspended Officers, it has repeatedly been observed, and in no inſtance denied, that we were acting as a solemn Tribunal, sitting in judgment on the reputations and fortunes of Officers who had served the Company from twenty to thirty years with unblemished honour and fidelity. It might have been added, that besides the character of Judge, we filled also those of Jury, and of Party in the Cause, since we represent that body againſt which the offences are alleged to have been committed: the more binding and sacred, therefore, was the obligation upon us to judge with ſtrict impartiality, and to guard our minds with the utmoſt jealousy againſt the influence of the impressions which the *ex parte* unanswered representations of the Madras Government could not fail to produce.—I yet truſt that the ultimate result of our proceedings, in all that is now before us, may carry with it the approbation of the Public; but, whatever that result may be, I am sure that no Member of the Court will ever regret that the Resolution of the 5th December was resisted.

"The Letter then notices the fact of three Members of the Court having recorded Dissents to the Resolution, and professes to describe the grounds on which these Dissents reſted. I would however prefer, that for the arguments on which those Dissents were founded, and for the motives which induced us to record them, the Papers themselves should be referred to.

"The Letter then proceeds to account for the delay in answering those Dissents, and to ſtate the reasons which induced them (the late Chairman and Deputy Chairman), and they believe a majority of the Court, to adopt the Resolution of the 5th of December, and it then necessarily involves a laboured defence of the Madras Government. "It was obvious" (says the Letter) "that a spirit of insubordination and sedition had "proceeded to a great length among the Madras Officers; this spirit acted by com-"bination and *written communications between different divisions of the Army*, and its "direct tendency was to overawe or controul the Civil Government; such a temper "and disposition among military men could be put down only by a ſtrong and "prompt hand; to support the authority of the Civil Government, was to support "the authority of the Company itself. If, as was affirmed on one side, and denied "on the other, the Government of Madras had erred in supporting a right object, "this was no juſtification of *the conduct of the Officers*; to preserve the possessions "of the Company, sedition muſt be repelled," &c.

"This passage, however ingeniously worded, will upon examination, we believe, be found to apply neither to the defence of the Court's Resolution of the 5th December, nor to that of the conduct of the Madras Government; the whole of it is built on facts, not one of which is proved; and in the former part, a fact is assumed which is capable of easy disproof; the *effects* which are known to have been produced by the suspensions and removals of the 1st May, are assumed as the *cause* of those severe acts. The reader is ingeniously led to suppose, that at that date the syſtem of combination

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

Letter from Mr. Huddleston to the Court; 26 March 1811.

bination and of communications between the different divisions of the Army had already taken place, and that the Court was apprized of them when the Resolution of the 5th December was proposed and adopted; whereas a reference to dates will clearly shew, that on the 5th December 1809, the Court of Directors were not in possession of any evidence, or of any advices relating to insubordination or sedition, except the Minute of Sir George Barlow, of the 1st May 1809, in which there is no allusion to any combinations or written communications between divisions of the Army; indeed it is impossible there could be any, for Sir George Barlow, in his *subsequent* dispatches, expressly states, that the syſtem of combination was eſtabliſhed throughout the Army, after the Hydrabad Officers had declared their participation in the feelings of their brother Officers, and had disclaimed the praises beſtowed on themselves in the Orders of the 1st May. In proof of the correctness of this ſtatement, it is only necessary to refer to the Letter from the Madras Government, dated the 6th September (paras. 5 and 6) which was received per Ganges on 24th *January* 1810, and to the General Letter of the 10th of September (paras. 5, 6, 7 and 8), which was received per Rattlesnake, on *the* 12th *of March* 1810. These Letters distinctly shew that the combinations of the Officers, and the written communications between the divisions of the Army, were the *consequences*, and not the *causes*, of the Orders of the 1st May. It was the ſummary mode of puniſhment announced in those Orders, that produced an universal feeling of indignation, and led to those excesses, in the guilt of which the Letter (unwittingly we truſt) labours to involve the Officers whose ſufferings excited them.

" Colonel Malcolm's communications from Masulipatam, of the 4th and 5th of July, appear to have been the earlieſt on which the knowledge of a combination among the Officers was founded: nor can any fact or circumſtance be adduced to ſhew, that the Officers alluded to in the Court's Resolution of the 5th December, or any of them, were concerned in that combination; or that any was formed until after they had been ſent beyond the territories of the Madras Government. The imputation therefore, and the argument built, have been too lightly hazarded; and even if they were correct, I ſhould ſubmit to the Court of Directors, and to every generous mind that may hereafter peruſe these records, with what grace they are brought forward at this preciſe moment, when the accused Officers have closed their defence, and are precluded from any opportunity of answering them.

" Of the next argument in defence of the Resolution of the 5th of December, the ſubſtance is this :—" The Court were called to the decided exercise of their power " by the Madras Government; in other words, the Madras Government had sus- " pended the Officers without a trial or a hearing, and they called upon the Court of " Directors to follow their example, by dismissing them from the service in the same " summary manner." They represented them, or in the words of the Resolution, they " *charged* them as having been active in preparing, &c. seditious papers; sus- " pended them on that account, and recommended it to the Court to dismiss them." Is not here again the word " charged" (or represented as having been guilty) relied on exactly as if it were synonymous with the word *convicted?* The next sentence is precisely in the same spirit; it attempts to juſtify a Resolution, which, even on the late Chairman's own admission, pronounced on the guilt of the Officers without hearing them in their defence, by ſtating, that " the Court were pledged, by their Letter to " Fort St. George of the 29th of September 1809, to proceed to the *serious consi-* " *deration* of the queſtion of dismission!"

" The Letter proceeds to state, that " there are cases in which all Governments " remove Officers *without a trial by Court Martial:* the Company and their Go- " vernments have this power, and have exercised it on grounds far less urgent than " the case and conduct of the Officers at present in queſtion. When the great body " of the Officers of an Army are in a ſtate of insubordination, how could an accusation " be submitted to a Court formed of those Officers, &c."

" From this and other passages in the Letter, an uninformed reader would be led to conclude that the objection urged in the Dissents to Sir George Barlow's procedure towards the Officers, was confined to his not having granted them a trial by a Court Martial. The late Chairman, perhaps by accident, forgets in every inſtance to ſtate, on this point, the whole fact; namely, that they were suspended, not only without a *military* inveſtigation, but without any *investigation* at all, without any enquiry whatever; without having been allowed a hearing, or an opportunity given them of offering any thing in their juſtification or defence. Their accusation and punishment were declared in the same breath. As to the abſtract principle laid down by the late Chairman in the passage laſt quoted, he seems to have forgotten how fully it is recognized

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

Letter from Mr. Huddleston to the Court; 26 March 1811.

recognized in the Proteſt, by Meſſrs. Huddleſton and Pattiſon, of the 13th of December 1809, againſt the Reſolution of the 5th, in the following words:—"Admitting, "as we do in the fulleſt ſenſe, that the Court of Directors, as the repreſentatives of the Eaſt India Company, have indiſputably a legal power to diſmiſs "Officers from the ſervice of the Company without bringing them to trial by a "Court Martial, we are of opinion that it is a power the exerciſe of which is "juſtifiable only in caſes of extreme neceſſity, of enormous guilt eſtabliſhed and "proved on the cleareſt and moſt incontrovertible evidence; and above all, we contend, that if in ſuch extreme caſes public expediency requires that a Company's "Officer ſhould be precluded from the privilege of being tried by his peers, it becomes in conſequence a ſtill more ſacred duty not to deprive him of his remaining "privilege, a full and impartial hearing; but if ever a precedent ſhould be eſtabliſhed for deciding on the honour and character of Officers, and conſigning them "to degradation and ruin without *either a trial or a hearing*, we are of opinion, "that from that moment there will no longer exiſt the beſt ſecurity for the attachment and confidence of that body of men, to whoſe brave and able exertions we "have been principally indebted for all we have acquired in India, and on whom "we ſtill greatly depend for its preſervation."—The Proteſt alſo of four Directors, of the 11th April 1810, admits the apology offered in extenuation of the ſummary violence of the conduct of the Madras Government to all the removed and ſuſpended Officers, with the exception of Lieutenant Colonel Martin, from whom, as he was in England, they could have nothing to fear; excepting alſo the ſuſpenſions of Colonel Capper and Major Boles, for which I have always thought that no ſhadow of excuſe or juſtification could be offered. Much allowance is certainly due to the circumſtances in which the *Madras Government* were placed; the general agitation and ferment which pervaded the Settlement, and of which their own minds partook; ſurrounded too with ſpies and informers, whoſe harveſt ſuch times abundantly ſupply; ready to give implicit credit to every report and every information favourable to the impreſſions they had already admitted. Of this, could there be a ſtronger proof than is given in Sir George Barlow's ſerious and ſolemn narration of the proceedings of a ſecret divan of five of the friends of General Macdowall, who, after his departure, met for the myſterious and alarming purpoſe of "*deliberating what* "*meaſures they ſhould purſue.*" But I again aſk *how* the circumſtances in which the *Madras* Government were placed could apply in *our* juſtification, or where we could have looked for any, if we had followed their example."

"I have now to notice a paſſage in the Letter before me, not the leaſt extraordinary of all the extraordinary paſſages with which it appears to us to abound. "The "Officers were not ignorant of the reaſons of their ſuſpenſions, *but ſome gave in no* "*defence at Madras*, and others what appeared rather to aggravate their conduct; "indeed no one of them diſtinctly denied the main fact of which they were accuſed." That this laſt aſſertion cannot apply to the conduct of the Officers ſince their arrival in England, muſt be obvious on reading their reſpective Memorials; and *at Madras*, what opportunity was given to them to make, and what diſpoſition was ſhewn to receive their denial, this imputation muſt bring to recollection a paſſage in Sir George Barlow's Minute of the 1ſt of May, in which, after having already aſſumed the guilt of Major Boles, and inflicted on him the ſevereſt puniſhment he had the power to inflict, he ſtates that he would have been happy to have attended to the plea "in *alleviation* "*of his offence*, that he had acted under a miſtaken idea of his duty, or that he had "been miſled."

"The Officers reſpectfully claimed to be heard; they ſupplicated to be furniſhed with the grounds, the evidence, the authority, on which the accuſations againſt them were founded; they were anſwered by orders to embark for England, and it is now imputed to them that they gave in no defence at Madras.

"The Letter next obſerves, that "the uſual practice of the Court of Directors, "is to decide on the queſtions relating to accuſed India ſervants, *by the documents* "*tranſmitted from India*;" they do "not in general call them home to be exa-"mined." *This* is *literally* correct, but as to what it *conveys*, it ſtands in need of conſiderable developement; and firſt, it is a ſerious queſtion, but very neceſſary to be aſked, What are the documents uſually tranſmitted from India "relating to "accuſed Indian ſervants, on which it is the uſual practice of the Court to decide?" are they documents *all on one ſide?* are they all *ex parte* ſtatements againſt the accuſed, and nothing in his behalf, unaccompanied by any juſtification or defence? in a word, are they uſually, or have they before in any one inſtance been, *ſuch* documents as those

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

Letter from Mr. Huddleston to the Court; 26 March 1811.

on which the late Chairman brought forward and prevailed on the Court of Directors to adopt the memorable Resolution of the 5th of December 1809.

"No. It is an undeniable fact, for the truth of which we can appeal to the late Chairman himself, that the Governments in India do ſtrictly attend to the Court's juſt and conſiderate orders, to furniſh the accuſed with a copy of the accuſation, and give him a reaſonable time to make his defence, and to proceed in all ſuch caſes with the utmoſt circumſpection and lenity. Sometimes (indeed very commonly) they appoint a Committee to inveſtigate all the circumſtances, and report on the whole caſe; then if the reſult be unfavourable to the accuſed, and the Govenment feel it their duty to ſuſpend them, they ſend home to the Court of Directors copies of all their proceedings on the ſubject, including every thing alleged againſt and in favour of the accuſed ſervant, and in ſuch documents the Court have before them all that is neceſſary to enable them to form an impartial judgment; but even then, if the accuſed ſervant comes to England, there is not an inſtance we believe in the Court's records, of his having been diſmiſſed before he had given in a Memorial to the Court, and that Memorial had been calmly and diſpaſſionately conſidered; they do not ſend for him home to be examined, but being ſuſpended, he generally comes without being ſent for. In deciding too, the Court have generally borne in mind, that ſuſpenſion from the ſervice by a Government in India until the pleaſure of the Court of Directors ſhall be known, is of itſelf a ſevere puniſhment, even ſuppoſing the Court to enter on the conſideration of the caſe immediately on the receipt of the diſpatches, and to ſend out orders for the removal of the ſuſpenſion by the earlieſt opportunity; as a year at leaſt muſt elapſe before the orders can be received, and in the mean while the accuſed muſt remain in a ſtate of ſuſpenſion, and without office or emolument.

"The next paſſage in the Letter I muſt quote at full length.

"Where ſervants come home, as in the preſent caſe, under ſuſpenſion by any "of the Governments abroad, whatever defence or information they produce *here* "*which they did not produce in India*, can only be *of the nature of ex parte evi-* "*dence*; *the Governments abroad have no means of knowing or anſwering it, unleſs* "*it be tranſmitted to them*; *whereas, to try a cauſe between parties fairly, the one* "*party ſhould hear what the other advances*, and the Court, though they do well "to reſerve the power of final judgment in all caſes to themſelves, can ſeldom "exerciſe it ſafely or ſatisfactorily, except on evidence which their Governments "have had an opportunity of knowing and meeting."

"The former part of this paſſage has, in part, been already replied to; the latter part would go to the permitting the Madras Government to profit by their own wrong, and for an indefinite time preclude from redreſs the party ſuffering under it. The late Chairman muſt be aware that the Madras Government ſuſpended the Officers from the ſervice, without calling upon them for any defence, or inſtituting any enquiry, or complying with their requeſt to be furniſhed with the authority or evidence on which they had been condemned; and *now* after having liſtened to, and been implicitly guided by, the *ex parte* ſtatements, public and private, of the Madras Government; after having ſolely on thoſe ſtatements pronounced the Officers worthy of diſmiſſion; is it quite fair to advance againſt the Officers, and in favour of the Government, that "whatever defence or information they (the "Officers) produce here, which they did not produce in India, can only be of the "nature of *ex parte* evidence." We readily concur in the principle the Letter lays down, that "to try a cauſe between parties *fairly*, the one party ſhould hear what "the other advances;" and I confidently, but reſpectfully, invite the late Chairman to ſtate in what inſtances, or in what ſingle inſtance, while he continued to fill the Chair (the caſe of Lieut. Colonel Martin excepted) the ſuſpended Officers were allowed the benefit of this rule: I deſire to bring to his recollection, that upwards of a year ago, even *private* Letters from Sir George Barlow to Lord Minto, (tranſmitted by his Lordſhip to the Secret Committee) containing accuſations expreſſed in terms of extreme ſeverity againſt two of the ſuſpended Officers, were brought forward by him (the late Chairman) and read in Court; and it was in vain ſubmitted to him on *that*, and other occaſions, that the Officers accuſed ſhould be made acquainted with every thing that had been alleged againſt them, but that it has only been within theſe few weeks, that thoſe Officers, or one of them, have been made acquainted with the charges and allegations contained in thoſe private Letters.

"In the next paragraph, which cloſes the defence of the Reſolution of the 5th December, is advanced in qualified terms, a doctrine which I had heard aſcribed to the late Chairman, but did not imagine he would think it expedient publicly to avow

avow in a written document; namely, the doctrine, that the Company's Officers bear the same relation to the Company, that in private life a servant bears to his master, and may be dismissed, or, as the Letter more delicately expresses it, "*his services* "*be dispensed with*," without assigning any cause; and however tender he (the "master) *may chuse to be* in exercising this right, occasions may occur on which "it may plainly be his duty to proceed to that exercise." And then the Letter of course assumes that the case of the suspended Officers afforded one of those occasions; and that the Resolution of the 5th December 1809, was just and proper, as being necessary for the purpose of giving a decided support to the Civil Government. If the late Chairman had advanced this doctrine only in his private capacity, or merely as his private opinion, I should not presume to gainsay or question it; but considering him as advancing and acting upon it, in the capacity of the Chairman and Organ of the Court, I solemnly disclaim, and protest against the doctrine: as an individual Member of the Court, I desire not only to disclaim any share in such a power as it claims for the Court, but to declare, that in my opinion the men who might be found to serve the Company on such a footing as the doctrine would assign to them, would be very different from those who have added India to the British Empire. Possibly, when the late Chairman advanced the doctrine in question, he may have forgotten that each of the Company's Officers in India holds also a commission from His Majesty; the recollection of which may incline him to think them entitled to somewhat more of his respect.

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

Letter from Mr. Huddleston to the Court; 26 March 1811.

"The Letter proceeds to state, that "some of those who have espoused the cause "of the Officers, seem to have censured the Court for having so long delayed to carry "their recorded intention of dismission into effect; but surely those who complain of "the suspension of the Officers as severe, cannot with consistency think it matter of "accusation that those Officers have not been dismissed."

"Here the late Chairman seems to have forgotten the pains which he employed through many laborious pages to convey the idea that the Resolution of the 5th December expressed *only an opinion*. As to the having *espoused* the cause of the Officers, whatever is meant to be conveyed in the expression, the Members of the Court who delivered the Dissents, I am sure are conscious that, in the part they have taken, and in the principles they have maintained, the *cause* they *espoused* has been *that* of the honour and character of the Court of Directors, and the welfare of the Company.

"It would be hardly necessary to notice the late Chairman's pleasantry in imputing to us the having made it "matter of accusation, that the Officers had not been "actually dismissed;" but that it affords an opportunity of stating that the suspended Officers being all arrived, and ready to enter on their defence, we wished their cases to be taken up, and the late Chairman to call on the Court to proceed to the Act to which the Resolution of the 5th December had pledged them, for the very reason that it was always conjectured had made the late Chairman averse to the experiment, and inclined to delay the discussion; namely, that the Court having had further time to reflect, and having now the means of hearing the Officers in their defence, a majority might be disinclined to fulfil the pledge, or go to the extreme length of severity to which the late Chairman wished to lead them.

"On the very different reasons which, in several succeeding pages, the Letter states to have "superseded, during the remainder of the Direction of 1809, the execution of what the Letter now again calls the Court's *intention* expressed on the 5th December, I forbear to comment; but hasten to defend myself and my two absent ex-colleagues already mentioned, from the charge endeavoured to be established against us of inconsistency, in having opposed the Resolution of the 5th December, and urged delay in order that the Officers might be heard in their defence, and on the 4th of April proposed or supported a Resolution for their being restored to the service without a trial or investigation. After the ample explanation of our motives given on the 4th of April, in the Protest of four Directors, and particularly in the 6th paragraph of that Protest, I venture to think that a very plain and unsophistical statement will suffice to shew both the consistency and rectitude of the procedure thus questioned, and to enable every discerning and impartial mind to determine on which side the charge of inconsistency must rest. On the 5th December passed the memorable Resolution, and within a few weeks after arrived the alarming advices from Ceylon, and at length from Madras, intelligence of the actual revolt of the Officers of the Madras Army; that guilty extremity which the summary suspensions and removals of the 1st of May had so materially contributed to produce: with the intelligence of the actual revolt arrived also *that* of its suppression, and the proclamation by the Governor General of a general amnesty (with certain exceptions) to all the Officers who had been

concerned

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

Letter from Mr. Huddleston, to the Court; 26 March 1811.

concerned in it: an amnesty not "in the narrow spirit of mere pardon, but a total "and sincere oblivion." We hoped that the conduct of the Court would have been in the spirit of that great, and as far as related to the amnesty (without the exceptions) in our opinion, wise and judicious measure. We had little apprehension that the receipt of the intelligence of it would be followed by orders, and paragraphs full of tauntings and upbraidings of the most exasperating description; all calculated to keep or tear open every wound, to perpetuate irritation and estrangement, and render oblivion impossible. We fancied that even those, if there could be any who wished that blood had flowed on the scaffold, would now see the wisdom of following up and rendering effectual the line of conduct which the Governor General had decided upon; and we felt that nothing could tend more directly and completely to promote that object, than the restoring to the service those Officers whose summary suspension had been a leading cause of all the mischief: above all, we knew that even admitting all contained in the *ex parte* statements against the suspended Officers to have been unexaggerated, and that no defence or justification could be offered; under even these admissions, we knew that the utmost extent of *their* offences was innocence itself, compared with those which had been forgiven; and that, in fact and truth, they had already suffered very severely for whatever errors they had committed. We knew also, and were sorry to know, that from the period of our receiving Lieutenant Colonel Martin's answer and defence, which he had been enabled to give by having been furnished with copies of the charges and allegations against him, the Chairman had resisted the application of the other suspended Officers, as they successively arrived; for the same means of making their defence, and the endeavours of Members of the Court to obtain for them that justice, had been made in vain. We knew also that recently, namely the 24th of March, the Chairman, although he had four months before thought himself so fully possessed of the cases of the suspended Officers as to justify his urging their dismission, had, on being questioned on the subject in a General Court of Proprietors, assigned as a ground for the continued delay in deciding on their cases, "that the Court of Directors were in "expectation of further information respecting them." It was therefore manifest, that the Chairman intended to prolong the anxiety and sufferings of the suspended Officers for an indefinite period of time. In addition to these considerations, the Direction of 1809-10 was about to close; and six Members of the Court, who had been present at all the discussions on the cases of the suspended Officers, and a majority of whom had with us shewn themselves adverse to the rigorous sentiments of the Chairman, were about to retire by rotation."

"Such is the plain statement of the motives and grounds on which a proposition was on the 4th of April last offered to the Court, by one of those of our ex-colleagues to whom I have alluded, and seconded by another, for the restoration of the suspended Officers. I might have limited myself to the stating merely, that on the 5th *of December* we urged delay, and *that* for the sake of the Court, as well as for the sake of the suspended Officers; because they were then absent and unheard, and we saw the disposition of the Chairman to dismiss them without waiting to hear what they could offer in their defence; and we *deprecated* delay when they were all on the spot, and had supplicated to be heard, and committed their cause to the impartial justice of the Court; and when, subsequently, we heard an avowed intention to delay the subject of the suspended Officers indefinitely, and such a reason assigned for it as *that* of the Court's expecting further information, of which expectation we, as Members of the Court, had till then been perfectly ignorant (and I am at this moment ignorant upon what authority it was built) we readily determined to make an effort to bring the whole matter to a decision, by a motion in Court for the removal of the suspensions. I trust, that from this explanation it will be evident, that in having urged delay in *December* and deprecated it in *April*, and at length when we saw that further and indefinite delay was the Chairman's object, adopted a proceeding calculated to put an end to it, there was every thing of an opposite character to inconsistiency.

The late Chairman has alluded, with severity, to our ascribing to him personally in the Dissent of the 11th April, what had become the acts of the Court; and certainly, in point of legal technical form, it would have been more correct, if, in the instances to which he alludes, instead of saying "the late Chairman," the Dissent had said, the Court, at the instance of the late Chairman. His great talents and extensive local knowledge and experience must, under any circumstances, while he filled the elevation of Chairman, give him a decided and predominant influence; but the alarm and anxiety which the first intelligence of the agitations at Madras naturally produced

produced, made the Court look to him with more than ordinary confidence; and I believe he will not deny that all the measures which the Court adopted at that time were, *morally* speaking, his measures.

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

Letter from Mr. Huddleston to the Court; 26 March 1811.

" The inaccuracy which the Letter points out in the expression applied in the Protest of the 11th of June, to the examinations that Sir George Barlow held before him respecting the suspended Officers, namely, that his exclusive object was not the discovery of innocence, I fully acknowledge; the obvious meaning of the Directors who signed that Dissent, would certainly have been better expressed by stating, that the exclusive object of the examination alluded to, seemed to them to have been the discovery of *guilt*; and although the observation, that " the proper object of the " enquiries of all Judges is the discovery of truth," is not absolutely novel, I am not the less inclined to acknowledge its perfect correctness.

" In respect to the observation, that " the Dissent (of the 11th of April) insinuates the measure of representing the conduct of General Mac Dowall to His Majesty, to have been " precipitate;" I can undertake to declare that in the passage of the Dissent alluded to, the authors of it intended nothing like *insinuation*, and that, however defective the language may have been, their meaning was plainly to avow it as their opinion, that a less exceptionable course for the Court to pursue, would have been, to wait until the unfortunate General should be on the spot to answer for himself, and then to have furnished him with copies of all charges and allegations advanced by Sir George Barlow against him, and of the complaint which we intended to institute upon them to the King. I am perfectly aware that all those documents would have been open to him without our interference, but we should have wished him to experience that liberal procedure from the Court of Directors.

" With respect to the remark, that the amnesty of Lord Minto does not appear to have had the effect of conciliating the Army, I am sensible of the fact, and should the *cause* be at any time a subject of enquiry, shall not shrink from the duty of stating my impressions concerning it.

" The Letter observes, that " there is another important point which has not been " touched upon in the Dissent, namely, how the credit and authority of the Civil " Government, is to be preserved against Military encroachments?" I answer, by the same means which, according to my firm conviction, will always prevent any disposition to encroach or render it innoxious if entertained. By a system of rule that shall be founded on the pure principles of the British constitution, have regard to British feelings, and evince a knowledge of the British character; that shall unite *beneficence* with *firmness*, and *conciliation* with *dignity*; by selecting for Governors, men who possess the qualities that gain the hearts, without losing the respect of the governed; that enable them to vindicate their own rights without forgetting what is due to others, and place them above the dangerous weakness of imagining that a distant and extensive Government can be happily or safely administered, and willing obedience permanently secured, by the mere arm of legal power, or the technical force of recognized authority: in a word, by that system of rule, and by those qualities in the Ruler, which made *Cornwallis* in India the object of universal reverence and esteem, alike with Soldier and Civilian, Native and European, Prince and Peasant; which enabled him to effectuate every beneficial purpose, whether of policy or finance, of salutary reform or military achievement, without estranging any mind, or exciting a single murmur throughout the vast Continent over which he presided. In this one and only gratifying part of my present task, I can anticipate the approbation even of the late Chairman, who (no subsequent occurrences can make me forget) obtained for the Company a renewal of the services of that illustrious character; a benefit which, though of short duration, was of inestimable value.

" I have now most sincerely to apologize to the Court for this long trespass on their time. I trust, however, they will clearly perceive that the Letter in question left me no option but to reply to it, or to acknowledge, by my silence, the correctness of its various statements, and the observations and strictures which it applies to the conduct of the four Directors who signed the Dissent of the 11th of April last, and to the part which they felt it their duty to take, on a subject which, in whatever light it can be viewed, whether as it relates to the interests of the Company, or to the credit of the Court of Directors, they considered to be of the most vital importance.

" The late Chairman may possibly again question the propriety of attributing to him, personally, so prominent a share in the proceedings and measures herein alluded

No. 3.

PROCEEDINGS of the Court of Directors; 26 March 1811.

Letter from Mr. Huddleston to the Court; 26 March 1811.

to; I wish, therefore, distinctly to state that, as the organ of the Court, I think his public conduct fairly open to the candid examination and discussion of all its Members, and that my observations are applied only to facts and proceedings which I myself witnessed. I am far from arraigning his intentions in any of those proceedings; but I must always think that he has seen the conduct of the Madras Government with a partial bias towards it, which has controlled his judgment and opinions in every case in which that Government is a party, and against every person whom it has accused: and although that bias is, I doubt not, imperceptible to himself, it threatens not the less to prove deeply injurious to the public interests.

"Regretting, as I do most sensibly, the necessity which has compelled me to this trespass on the time of the Court, and determined, as far as may depend on myself, to avoid a repetition of it, I will avail myself of this occasion to allude very briefly to a paper of 208 pages, delivered into the Court by the late Chairman in October last (and when I was unavoidably absent), and to which are also the signatures of the late Deputy Chairman and six other Directors, and of two Ex-Directors. By a residence of twenty-three years on the Coast of Coromandel, and the having been employed for the most part, during that period, on stations that gave me a near view of the general conduct of the Company's Officers, and an acquaintance with many of them of every rank, I am enabled to declare, that I consider them as a body of men wholly undeserving of the opprobrium and severe reflections bestowed upon them in that paper. Instead of the spirit there imputed to them of insubordination, systematic combination, and a tacit persuasion that they had "the power not only of overawing, but of "overturning the Government," their uniform object seemed to me to be the acquirement of honour and distinction, by a zealous discharge of their duty, both in war and peace: in the field, not less by submitting to almost unexampled privations, than by deeds of consummate bravery; and in garrison and cantonment, by that strict and uniform attention to the welfare and discipline of their corps, which made the Madras Army victorious through a long series of campaigns, from the days of Lawrence and Clive, to the campaigns of Marquis Cornwallis, Sir Arthur Wellesley, and General Harris. Nor did I at any time perceive, in the Madras Officers, a more than fair and rational desire of rank and emolument; of which, indeed, the first is naturally, and, for the public, fortunately, the ruling object with every soldier; and I am not aware that the second is more sought for by military men than it is by every other order in the State. I must also question the fairness of bringing forward individual instances of intemperate conduct or unreasonable expectations manifested by five or six officers out of 16 or 1700; and which, even supposing no ground to have existed for their complaints, would form no just criterion upon which to fix the character of an Army, when the writer of the paper in question stated, "It has *long* been our con-"viction, that the spirit and principles by which the sedition of the Officers was "incited and impelled, *had their origin at an early period.*" It had been well to have specified the *length* or period of time to which he meant to refer, as the expression, in its present form, cannot fail to give pain to many Officers, who thought they had returned to this country with unsullied fame, and felt it no reproach to have belonged to the Madras Army. What I have here stated was no more than barely due to the sentiments I have always entertained of the Madras Officers, and I lament only that they have not an advocate more competent to the task of doing justice to their merits and eminent services.

I have the honour to be, most respectfully,
Gentlemen,
Your faithful humble Servant,

India House, 26 March 1811. } (Signed) *J. Huddleston.*

PROCEEDINGS of the Court of Directors; 5 April 1811.

At a COURT of DIRECTORS, held on Friday, the 5th April 1811.

THE Chairman acquainting the Court that it had been specially summoned to take into further consideration the cases of the suspended Madras Officers; and

The Court's Resolutions of the 26th ult. relating to the said Officers, being read,

It was moved,

"That the Court, having resumed the consideration of the several cases of the Officers of the Madras Establishment, now at home under suspension, are of opinion, that the offences of which Major De Morgan has been adjudged to be guilty by the Court's

No. 3.

PROCEEDINGS of the Court of Directors; 5 April 1811.

Court's Resolutions of the 26th of laſt month, would have juſtified his removal from the Company's ſervice, and would have compelled the Court to adopt this determination, if his case had ſtood disconnected from other circumſtances. Subsequent events, however, which the Court have maturely considered, dispose them to allow of a more favourable result; namely, firſt the influence of very general evil example at Madras early in 1809, and the contagion arising from this source; and secondly, the extent of the Amneſty granted by the Governor General (with some exceptions only) to the whole of the Madras Army, as publiſhed on the 25th September 1809, which, though it could not extend to the interruption of the Judgment of this Court on the conduct of the Officers suspended on the 1st May 1809, and referred home for decision, may have been considered by some persons to have embraced them in the spirit of the measure; and finally, the poſſibility that the intended Memorial to Lord Minto might have been abandoned by the Officers, from their conviction of its criminal nature and tendency, but of which the Court regret that no proof whatever exiſts.

It is therefore

Resolved, "That the suspension imposed on Major De Morgan be removed, but that he shall only be permitted to return to India whenever this Court ſhall have declared their opinion, that the complete reſtoration of order and military subordination at Madras ſhall have rendered such a measure juſtifiable, and conſiſtent with that support which it is the paramount duty and determination of this Court at all times to give to the Civil Authorities."

It was then moved, to amend the said Queſtion, by leaving out all the words after the word "that," in order to introduce in lieu thereof, the following words; viz.

"Major De Morgan be reprimanded, by the authority of the Court, in the following terms:

"The Court of Directors have maturely considered the whole of the circumſtances which have produced your suspension from the honourable Company's service, and have determined certain parts of your conduct to be highly reprehenſible; but the Court having resolved to act in the spirit of the general Amneſty which was publiſhed at Fort St. George on the 25th September 1809, which proposes on the part of the Government "*a total and sincere oblivion of the paſt, and a full reſto-*"*ration of confidence and eſteem,*" has resolved to refrain all details which might render necessary the language of animadversion and reproach; and to limit the expression of its disapprobation to a formal reprimand, conformed to the true spirit of amneſty; and you are hereby reprimanded accordingly.

"In announcing to you the further determination of the Court, for the removal of your suspension, and the permission to return to India at such time as the Court may *hereafter* direct, they cannot permit themselves to doubt that the spirit of leniency and conciliation in which this decision is announced, will ensure from you a corresponding spirit of gratitude and respect, and a zealous, sincere, and honourable devotion to the interests of the East India Company."

It was then moved,

"That the words proposed to be left out, stand part of the Question;"—

And the same being put by the Ballot,—

It passed in the Affirmative.

Whereupon it was

Resolved by the Ballot, That the Court, having resumed the consideration of the several cases of the Officers of the Madras Establishment, now at home under suspension, are of opinion that the offences of which Major De Morgan has been adjudged to be guilty, by the Court's Resolutions of the 26th of last month, would have justified his removal from the Company's service, and would have compelled the Court to adopt this determination, if his case had stood disconnected with other circumstances; subsequent events, however, which the Court have maturely considered, disposed them to allow of a more favourable result; namely, first, the influence of very general evil example at Madras early in 1809, and the contagion arising from this source; and secondly, the extent of the Amnesty granted by the Governor General (with some exceptions only) to the whole of the Madras Army, as published on the 25th September 1809; which, though it could not extend to the interruption of the Judgment of this Court on the conduct of the Officers suspended on the 1st May 1809, and referred home for decision, may have been considered by

No 3.

PROCEEDINGS of the Court of Directors; 5 April 1811.

by some persons to have embraced them in the spirit of the measure; and finally, the possibility that the intended Memorial to Lord Minto might have been abandoned by the Officers, from their conviction of its criminal nature and tendency; but of which the Court regret that no proof whatever exists: and therefore,

That the suspension imposed on Major De Morgan be removed, but that he shall only be permitted to return to India whenever this Court shall have declared their opinion, that the complete restoration of order and military subordination at Madras shall have rendered such a measure justifiable, and consistent with that support which it is the paramount duty and determination of this Court at all times to give to the Civil Authorities.

Another Motion was made; viz.—

"The Court are of opinion, That the offences of which Captain Marshall has been adjudged to be guilty, by the Court's Resolutions of the 26th of last month, would have justified his removal from the Company's service, and would have compelled the Court to adopt this determination, if his case had stood disconnected from other circumstances; subsequent events, however, which the Court have maturely considered, dispose them to allow of a more favourable result; namely, first, the influence of very general evil example at Madras early in 1809, and the contagion arising from this source; and secondly, the extent of the Amnesty granted by the Governor General (with some exceptions only) to the whole of the Madras Army, as published on the 25th September 1809; which, though it could not extend to the interruption of the Judgment of this Court on the conduct of the Officers suspended on the 1st May 1809, and referred home for decision, may have been considered by some persons to have embraced them in the spirit of the measure; and finally, the possibility that the intended Memorial to Lord Minto might have been abandoned by the Officers, from their conviction of its criminal nature and tendency, but of which the Court regret that no proof whatever exists.

"It is therefore

"Resolved, That the suspension imposed on Captain Marshall be removed, but that he shall only be permitted to return to India whenever this Court shall have declared their opinion, that the complete restoration of order and military subordination at Madras shall have rendered such a measure justifiable, and consistent with that support which it is the paramount duty and determination of this Court at all times to give to the Civil Authorities."

Upon which,

It was moved to amend the said Motion, by omitting all the words after the word, "that," in order to introduce the words,

"Captain Marshall be reprimanded by the authority of the Court, in the following terms:—

"The Court of Directors have maturely considered the whole of the circumstances which have produced your suspension from the honourable Company's service, and have determined certain parts of your conduct to be highly reprehensible; but the Court having resolved to act in the spirit of the general Amnesty which was published at Fort St. George on the 25th September 1809, which proposes on the part of the Government, "*a total and sincere oblivion of the past, and a full restoration* "*of confidence and esteem*," has resolved to refrain from all details which might render necessary the language of animadversion and reproach; and to limit the expression of its disapprobation to a formal reprimand, conformed to the true spirit of amnesty; and you are hereby reprimanded accordingly.

"In announcing to you the further determination of the Court, for the removal of your suspension, and the permission to return to India at such time as the Court may hereafter direct, they cannot permit themselves to doubt, that the spirit of leniency and conciliation in which this decision is announced, will ensure from you a corresponding spirit of gratitude and respect, and a zealous, sincere, and honourable devotion to the interests of the East India Company."

And the Question thereon being put,—

"That the words proposed to be left out, stand part of the said Motion;"—

The same passed in the Affirmative.

Whereupon it was

Resolved by the Ballot, That the Court are of opinion that the offences of which Captain Marshall has been adjudged to be guilty, by the Court's Resolutions of the

No. 3.

PROCEEDINGS of the Court of Directors; 5 April 1811.

26th of laſt month, would have juſtified his removal from the Company's ſervice, and would have compelled the Court to adopt this determination, if his case had ſtood disconnected from other circumſtances; subsequent events, however, which the Court have maturely considered, disposed them to allow of a more favourable result; namely, firſt, the influence of very general evil example at Madras, early in 1809, and the contagion arising from this source; and secondly, the extent of the Amneſty granted by the Governor General (with some exceptions only) to the whole of the Madras Army, as publiſhed on the 25th September 1809; which, though it could not extend to the interruption of the Judgment of this Court on the conduct of the Officers suspended on the 1st May 1809, and referred home for decision, may have been considered by some persons to have embraced them in the spirit of the measure; and finally, the possibility that the intended Memorial to Lord Minto might have been abandoned by the Officers, from their conviction of its criminal nature and tendency, but of which the Court regret that no proof whatever exiſts; and therefore, that the ſuspension imposed upon Captain Marſhall be removed, but that he ſhall only be permitted to return to India whenever this Court ſhall have declared their opinion, that the complete reſtoration of order and military subordination at Madras ſhall have rendered such a measure juſtifiable, and conſiſtent with that support which it is the paramount duty and determination of this Court, at all times, to give to the Civil Authorities.

A further Motion being now made; viz.—

" The Court are of opinion, that the offences of which Lieutenant Colonel Martin has been adjudged to be guilty by the Court's Resolutions of the 26th of laſt month, would have juſtified his removal from the Company's service, and would have compelled the Court to adopt this determination of his case, had it ſtood disconnected from other circumſtances; subsequent events, however, which the Court have maturely considered, disposed them to allow of a more favourable result; namely, firſt, the influence of very general evil example at Madras, early in 1809, and the contagion arising from this source; and secondly, the extent of the Amneſty granted by the Governor General (with some exceptions only) to the whole of the Madras Army, as publiſhed on the 25th September 1809; which, though it could not extend to the interruption of the Judgment of this Court on the conduct of the Officers suspended on the 1st May 1809, and referred home for decision, may have been considered by some persons to have embraced them in the spirit of the measure; and finally, the possibility that the intended Memorial to Lord Minto might have been abandoned by the Officers, from the conviction of its criminal nature and tendency; but of which the Court regret that no proof whatever exiſts;

" It is therefore

" Resolved, that the suspension imposed on Lieutenant Colonel Martin be removed, but that he ſhall only be permitted to return to India whenever this Court shall have declared their opinion, that the complete restoration of order and military subordination at Madras shall have rendered such a measure justifiable, and consistent with that support which it is the paramount duty and determination of this Court, at all times, to give to the Civil Authorities."

It was moved to amend the said Motion, by leaving out all the words after the word " that," in order to introduce the words—

" Lieutenant Colonel Martin be now reſtored to the ſervice, but that he be not permitted to return to India without the permission of the Court, expressed to him for that purpose."

The Queſtion being put by the Ballot, That the words proposed to be left out, ſtand part of the Queſtion;—

It passed in the Negative.

Whereupon the Queſtion was put by the Ballot, " That the proposed Amendment " ſtand part of the Queſtion;"—

Which also passed in the Negative.

A further Motion was then made, and the Queſtion thereon being put;—

It was

Resolved by the Ballot, That the Court having taken into further consideration the case of Lieutenant Colonel Martin, together with their Resolution reſpecting that Officer of the 26th March laſt, are of opinion that the evidence againſt him appears to be less clear and explicit than that which has been produced againſt the other Officers

No. 3.

PROCEEDINGS of the Court of Directors; 5 April 1811.

lately under suspension, as far as relates to his having been concerned in the preparation of the intended Memorial to Lord Minto, whilſt it seems proper here to allude to his having been, equally with Major De Morgan, a party to the prosecution of Lieutenant Colonel Munro; which manifeſts a spirit deserving of much reprehension; and therefore, That the Suspension imposed on Lieutenant Colonel Martin be removed, but that his return to India be dependant upon the declared opinion of the Court, that the complete reſtoration of order and military subordination at Madras shall have rendered such a measure juſtifiable, and consiſtent with that support which it is the paramount duty and determination of this Court, at all times, to give to the Civil Authorities.

It was then, on one other Motion,

Resolved by the Ballot, That Captain James Grant, whose offence might have required a similar degree of punishment with Major De Morgan and Captain Marshall, be also, in consideration of the circumſtances detailed in the Resolutions passed on those Officers, as far as they apply to his case, reſtored to the service, but that his return to India be subject to similar conditions.

At a COURT of DIRECTORS, held on Tuesday, the 9th April 1811.

A LETTER from James Pattison, Esq. late a Member of this Court, dated the 30th ultimo, containing Observations and Remarks upon a Paper signed by the present and late Chairman, read in Court the 6th ultimo, was read; as was also

A Letter from the Chairman and Charles Grant, Esq. dated this day, submitted in consequence of a Letter from John Hudleſton, Esq. read in Court on the 26th ultimo.

Letter from Mr. Pattiſon to the Court; 30 March 1811.

Gentlemen,

"I TAKE the liberty to intrude upon you, in consequence of my perusal of a Paper recently delivered in by the late Chairman and his Deputy, dated the 28th February 1811, which purports to be an answer to a Dissent from a Resolution of Court of the 5th December 1809; which Dissent was delivered according to the Regulations, within a fortnight after the discussion; and as those Gentlemen both retire from the Direction, by rotation, on the 10th April next, I hope I may be permitted to put in a few words by way of rejoinder, while they are yet Members of the Court; which, for obvious reasons, I prefer to delaying it beyond that period, when I hope for the honour of readmission myself.

"This Paper, I contend, should not have been suffered to be put upon your Records, though the effect of its reasonings is little to be dreaded, being, in my opinion, a vain attempt to do away the evident sense and only possible conſtruction of the sentence from which I had the honour to dissent. I shall briefly ſtate my reasons againſt the admission of this document, and then shall comment with equal brevity on what I conceive to be its errors in point and reasoning.

"On general grounds, such papers are objectionable; because Proteſts, or Dissents, should ever be the final papers on the Record. Such is the usage of the moſt dignified Assembly in the world; and such, I underſtand, has been, till of late years, the practice of the Court of Directors. But fine-drawn and lengthened discussions, and protracted and diffuse declamation, often contradictory in its several parts, and consequently capable of various conſtructions, have taken place of short and pithy reasoning; and much mischief has arisen from the change. The truth of this is sufficiently evinced by the result of the Vellore discussions; during which, protracted by repeated individual appeals, every ſtrong poſt taken up by the Court has been abandoned, one by one, till the only *guilty* party left appears to be the *Court itself*, now charged moſt unjuſtly with the sacrifice of innocence at the shrine of popular clamour.

"The dissent of individuals is the only mode they possess of recording their opinions when left in a minority. Those of the majority stand on the solid ground of success, and should need no such bolſters as are now attempted in supererogation. The recorded Act, and the recorded Dissent ſtand each on its respective merits. But if the meanings and expressions of the authors of Dissents are to be subject to the cavils of their successful adversaries, the latter, if unrefuted, would usurp the privilege due to the former. Rejoinders, if resorted to, would produce rebutters: surrebutters would ensue; and new terms muſt be invented to describe the protraction of paper controversy, to which pertinacity in opinion might subject the Court.

"If

No. 3.

PROCEEDINGS of the Court of Directors; 9 April 1811.

Letter from Mr. Pattiſon to the Court; 30 March 1811.

" If these reasons are of any weight generally, what must be their force when applied in oppoſition to the special case of the Paper in question, produced 14 months after the Diſsent!! Every feature of the transactions debated has twice changed its aspect; and reasonings are therein upheld by facts not in possible contemplation when the Dissents were written. If such monstrous births as this are tolerated by the Court, it is high time to bring in some statute of limitations, in order to regulate how many months may be allowed as a reasonable term for bringing forth a legitimate answer to a Dissent, which itself is limited in gestation to a fortnight.

" The *Paper* in question, while it declares the Dissents liable to very easy refutation, is itself a very vulnerable production. Where the foundation is unsound, the superstructure, however imposing, cannot uphold itself. In opposition to the basis of this Paper, namely, the assertion, that the Resolution of Court of the 5th December, " that on a future day it would proceed to dismiss the suspended " Officers," was only an *opinion*, and that their dismission was, therefore, open to further discussion; I venture to appeal to the recollection of every Member of the Court then present, and to that (without any personality intended) of the Chairman (Mr. Grant) who I believe was the author of the Motion, whether some Members of the Court, myself one, did or did not earneſtly *supplicate* him (the very words adopted) to change the conſtruction of the Resolution, so as to give it the sense with which it is *now* endeavoured to clothe it; whether the Resolution, to proceed to dismiss Officers *unheard*, was, or was not, ſtrongly deprecated by us as unjuſt and unwarrantable; and whether we did, or did not, urge our willingness to join the majority, if the Court would content itself to declare it would *diſcuss*, on a future day, the queſtion of Dismission. If these things are remembered, what remains but an acknowledgment, that the Sentence of Guilty then passed the Court, and that the day was reserved only for the Criminals to receive judgment.

" The insuperable ſtumbling-block of the 5th December is the Resolution to proceed to dismiss the Officers *unheard* in their defence, and on *ex parte* ſtatements. All the sophistry within the range of human faculties cannot reduce this into an *opinion*, nor into a resolution to *discuss* what it is expressly declared the Court will proceed to *do* on a future day.

The firſt Reason, the *Paper* ſtates, for the Resolution of the 5th December, is the notoriety of the exiſting insubordination of the Madras Army, and the neceſſity of ſtrong support to the Civil Government—Good. But were the simple allegations of that Government, backed by the secret examination and imperfect depositions of obscure individuals, to be received all as Gospel, while that Government was itself a party in the queſtion, from the belief, pretty generally entertained, that the mischief owed its origin to the intolerant spirit displayed in the exercise of its authority? Were the Officers, the suspension of whom was one of the causes of ferment, to undergo from the Court the further and final sentence of Dismission, *unheard*, with a view to *ensure respect* to that Government?"

" The second Reason is a curious one—Because the Madras Government *recommended* this act, or exercise of power, to the Court—Good again: nothing more natural! as the acquiescence of the Court, making them accessories to the act, if an unjuſt one, would rank and confound them with the principles—and forsooth the Court, says this Reason, was *pledged*, by its Letter of 29th September, to the serious *consideration* of the act of Dismission.—Was this *pledge*, so considered and underſtood, to extend to the passing of the *sentence* of Dismission without a hearing?

"The third Reason applies to the juſtification of the conduct of the Madras Government on the queſtion of the Suspension, and not at all to the Court's Resolution to dismiss; and is but little relevant to the point in dispute.

" The fourth Reason would fain infer, that as the Officers had not made a distinct denial at Madras, of the main fact of which they were accused, namely, *either* preparing or signing seditious writings (a disjunctive very useful, as affording two charges in one) of which cause of their suspension it is alleged they were not ignorant, but of which it is certain they were never officially informed before the 1st of May, and then by the General Orders alone; their silence may be construed in support of the evidence on which the Government acted. Is it possible that such strained reasoning could have governed the Court, in a question involving the fame and fortune of individuals who have distinguiſhed themselves in our service? To justify the *Suspension* under the peculiar circumstances of the Madras Government, were an easy task, compared with an apology for the *Resolution to dismiss* on the

5th

No. 3.

PROCEEDINGS of the Court of Directors; 9 April 1811.

Letter from Mr. Pattiſon to the Court; 30 March 1811.

5th December. The agitation of so critical a period is a good plea to extenuate error in the one case; prompt decision, it is justly said, was there and then necessary. Suspension was resorted to; and had even dismission been adopted, the crisis would still have been a plausible plea. But in vain should we seek for such a plea for the Court, sitting in judgment, so far from the seat of mischief, on Officers removed from the possibility of co-operation with the Army. Was prompt decision necessary *here* also, to the extent of not allowing time for defence?

" The fifth Reason is a masterpiece of involuntary self-detection. It argues the general practice of the Court in deciding on questions relating to their accused servants, even when at home; and urges, that whatever defence they produce here, which they produced not in India, can only be of the nature of *ex parte* evidence; and says, truly says, that " to try a cause fairly, the one party should hear what " the other advances." If this reasoning be true, and it is consonant, strictly so, with reason and justice, how can it be made to apply to defence only, and not to accusation also? Can *ex parte* accusation be just, and *ex parte* defence unjust? Are they not both clearly, incontestibly, unjust? Moreover, no defence, nor opportunity for it, having been allowed in *India*, can the absence of it be twisted into a necessity to deny it *here* also? and can the close of this most extraordinary reasoning be considered admissible, which puts the question by parallel, as between master and servant, when it is in fact a point at issue between servant and servant *coram Judice*.

" If such were the reasons for the Resolution of the 5th December, greatly do I rejoice to have dissented from it: and the endeavour to give to this measure the *half-recollected* sanction of the President of the Board of Controul, and the collateral aid of the doctrine inculcated by the Governor General, received long after the discussion, (and which is, in fact, no more than a truism) form a masterly peroration to this incomparable series of reasons.

" The delay to pass sentence, which took place from December to April, is well accounted for. The standard of revolt was unfurled, and minor considerations were for a time swallowed up. Yet one may fairly enquire, why the arguments ceased to operate during that period, which inculcated (as alleged in the first reason for the act of the 5th December) the necessity of prompt and decisive support to the Government of Madras. Surely, in consistency with such reasoning, this was the moment for fulminating dismissions. But I am inclined to believe that doubts had, in the interim, begun to arise in the minds of some of the supporters of the Resolution of the 5th December, as to its expediency and practicability, and possibly as to its justice.

" The authors of the Dissents, when the happy tidings arrived of the termination of the most unnatural rebellion that is to be found on the record of any civilized country, hailed the auspicious moment as a harbinger of Peace *here* also; and though the suspended Officers would have spurned an amnesty, which, as the Paper justly says, implies previous guilt, they could not but be aware of the critical circumstances of their respective cases; and in the view of the possibility, that having erred to a certain extent, they could not expect *entire* justification, and would be content to enjoy the advantages of an act of clemency and oblivion, the Motion of the 4th April was devised without communication, direct or indirect, with any one of them.

" The reasonings adduced in the *Paper*, againſt the motion I had the honour to bring forward, for reſtoring the Officers to their rank and regiments, and againſt the Dissents from the previous queſtion which got rid of the motion, are, in my opinion, mere abſtract views, and do not apply practically. The introduction, however, into the Paper of the subſtance of an amendment, which was withdrawn because untenable, as arguments againſt the motion, muſt be noticed as a novelty curious in itself; and of a piece with what is said to have been the *underſtanding* of the Court, though not formally minuted, namely the intention to reconsider the whole case. The truth is, that the case of the suspended Officers in April 1810, was complete in all its parts. Nothing could be expected to mend it; and the ſtrongeſt adherence to the Resolution of the 5th December could not have excited a wish that matter might arrive to *mar* it. In fact, nothing material has, I believe, arrived to affect it. If by an act of clemency, evincing a conciliatory spirit, the Court had avoided the inveſtigation of alleged, but unproved guilt; that guilt, even though it had been proved, trivial in comparison with the atrocities forgiven by Lord Minto; what a sea of troubles would have been avoided!! Courts of Directors summoned repeatedly

repeatedly to be governed in their decisions by the lot! Loss of time within doors! Great discontent and agitation without! Feuds and ill blood perpetuated here, and in India! Such are, in part, the evils which might have been avoided by the adoption of the summary method recommended; which, like the sword of the conqueror, would have *cut* the knot, which experience has since shewn, no effort could *untie*. It may be called begging the question, to say that the result of its adoption would have been so highly favourable. But no question is begged by the assertion, that the Court has been involved in protracted schism and warfare, of which the termination is still perhaps far distant, by the determination adopted to investigate and decide upon the cases of the suspended Officers respectively, upon such wretched evidence and vague charges as those furnished by the Government of Madras.

"I shall take up no more of your valuable time, but remain,

"Gentlemen,

"Your most obedient humble Servant,

(Signed) "*James Pattison.*"

"Old Jewry, 30th March 1811.

"To the hon^ble^ The Court of Directors of the East India Company."

No. 3.

PROCEEDINGS of the Court of Directors; 9 April 1811.

Letter from Mr. Pattison to the Court; 30 March 1811.

"To the Honourable COURT of DIRECTORS, &c. &c. &c.

Letter from Mr. Grant to the Court; 9 April 1811.

"Gentlemen,

"IT is with extreme reluctance that we think of continuing the discussion, to which Mr. Hudleston has returned in the Paper he has addressed to the Court under date the 26th of March. We should have conceived one attack, and one reply, to be sufficient. If there is to be no limit to controversies of this nature, much of the time and records of the Court may be very inconveniently engrossed. As, however, some of the topics on which Mr. Hudleston has touched in the rejoinder wherewith he has been indulged, are of public importance, and the opinions or assertions he has advanced upon them, are in our apprehension erroneous; we trust, especially as our silence might be misinterpreted, that we shall be permitted to make a few observations upon them.

"It will be our endeavour to be succinct, and to pass over every thing that is not material, however open it may seem to reply.

"First, With respect to the Resolution of the 5th December 1809, Mr. Hudleston maintains, that it *pledged* the Court to the dismission of the suspended Officers. We say, it expressed an *opinion* upon the conduct of those Officers, and an *intention* to act in consonance to that opinion, by proceeding to the act of dismission on a future day: but both the *opinion and the intention* are plainly to be contradistinguished from the act of dismission itself. We say further, that neither any expressed opinion or intention, nor even any act of the Court, can *pledge* a future Court to proceed in conformity to such opinion, intention or act; that if the subject of dismissing the Officers had been afterwards resumed conformably to the Resolution of the 5th December, the question to have been put respecting every one of them *seriatim*, must have been "that A, B, C, D, &c. be dismissed the Company's service;" that such a question must necessarily have left the whole merits of the case of each individual open to re-discussion, and might have been met by the previous question, by an amendment, or by direct opposition to the main question; and universally to imagine that one Court can *pledge* a future Court to any act or measure, is an idea as singular as that of expunging any Resolution of Court, after it has been regularly confirmed; a proceeding of which the honourable Member seems to have expected the adoption, in respect to the Resolution of the 5th December, above a year after it had passed; a proceeding too which would be liable to the most serious objections, and of which we believe there is no example. In conclusion, the intention of proceeding to dismission, the Resolution itself of our late Minute, have broadly avowed; but the material point for which we contend is, that the said Resolution remained open to subsequent debate, and to alteration; whereas the notion of a pledge implies the contrary, a notion too with which the whole proceeding of the Court, since that time, is at variance.

No. 3.

PROCEEDINGS of the Court of Directors; 9 April 1811.

Letter from Mr. Grant to the Court; 9 April 1811.

"It was to the Resolution of the 5th December, *as it passed the Court* and stood on record; that we were called to speak, not the proceeding to which any particular Members might have previously inclined; and it is for measures, as they are finally settled, that the Members who concur in them are responsible; not for all ideas and opinions they may before have entertained concerning them, and perhaps, too, in the course of discussion, have given up.

"The intimation introduced into the Dissent of the 11th April 1810, of which the honourable gentleman (Mr. Hudleston) appears to have been the penman, that the then Chairman had originally proposed to proceed to the act of dismission on the 5th December, appeared to the latter to be a mere personality, immaterial in itself and to any public consideration of the subject, if not an attack upon the freedom of opinion. He therefore, not having occasion to notice that Paper till long afterwards (though then he was called to do so), hopes he shall be pardoned for thinking that this intimation, with other things of the like nature, might be passed over in silence. If he adverts to the repetition in the honourable Gentleman's late Letter, it is because some new use is made of it, and left continued silence should be misconstrued. The temper manifested towards him, in the controversial writings of the last year or two, certainly affords him no great encouragement to be free in needless admissions concerning the details of debates, of the whole of which he has not a distinct recollection. He has no hesitation, however, in saying that he was of opinion, in common with many other Members, that it was proper, at that time, to pass a vote of dismission on the suspended Officers; and if this opinion, which he maintains has not yet been shewn to have been wrong, were entertained by him, could it be contrary to his duty to propose that measure? If, however, upon discussion in Court, the opinions there delivered, and the irregularity of proceeding to the act of dismission without formal notice, materially affected the decision of that day, what is hence proved, but that the decision was not the solitary dictate of one individual, as the honourable gentleman has intimated, but the legitimate offspring of public consultation?

"The honourable gentleman, however, asks how the idea of dismissing the Officers on the 5th December, when they had not been heard, is compatible with the declaration in our late Letter, "that we were willing and desirous that every subsequent information which could throw light on the cause of the suspended Officers, and every thing they had subsequently offered in their defence, should be fully weighed." This declaration was not made, as is clear from the Letter itself, in reference to the state of things known to the Court on the 5th December 1809, as the honourable Gentleman's language implies, but to the very different state of things known to them in the month of April 1810. Not that we were at any time indisposed to hear whatever could be fairly advanced in behalf of the Officers, but at the former period we saw no prospect of further material information; and where there was little hope, desire must have been proportionally inactive. But, on the other hand, it was important that the Court should not appear to hesitate in their support of the Civil Government, and in decided resistance to military insubordination. Such were our impressions early in December. We have stated, in our former Letter, the vast changes that became known to the Court in the course of four months afterwards, and the consequent alteration in the views of the Court, as to the necessity of proceeding speedily against the suspended Officers. In such very new circumstances, to decide immediately, either for dismission or for a more lenient course, appeared to be attended with difficulty. Further delay seemed, therefore, proper; and, as it was hardly practicable entirely to exclude, in the consideration of the cases of these Officers, attention to what had recently passed in India and the trials which were going on there, as well as the enquiries making by the Governor General, it might naturally be expected to throw additional light on the general subject of the disorders in the Madras Army. This expectation animated our desire of further information from India, in order that such information, with the defences the Officers had offered subsequent to their arrival in England, might be duly weighed. On the whole, it is plain, as the tenour of our preceding Letter may have shewn, that the delay arose, in a certain degree, from apprehended inexpediency (justly apprehended, we think) under the new circumstances, of proceeding hastily to the act either of dismission or of qualified pardon.

"It would seem that the present Court of Directors have felt the difficulties we have now described; for it was the month of October last before the Court entered on the consideration of the cases of the suspended Officers; and that consideration is,

with

No. 3.

PROCEEDINGS of the Court of Directors; 9 April 1811.

Letter from Mr. Grant to the Court; 9 April 1811.

with the exception of Colonel Sentleger's case, which ſtands over for information from the Supreme Court at Madras, but juſt closed.

" After so mature a deliberation by a Court of Directors, in part differently composed from the last, and known to have materially disagreed with the last upon the Madras military questions, it becomes very interesting to attend to the decision to which they have come. And notwithstanding the confident manner in which the honourable gentlemen, with other Members of the Direction, have advocated the cause of those Officers; notwithstanding the aggravated accusations of the honourable gentleman in particular, against what he has termed the violation of the principles of natural justice and of British law, both by the Government of Fort St. George and the late Court of Directors, in judging and condemning, as he has affirmed, upon *ex parte* evidence, in a secret divan, without a trial or a hearing of the parties condemned (improper accusations, to which we have spoken elsewhere); notwithstanding the measure contended for on the 4th April 1810, of restoring those Officers without trial or censure; notwithstanding the expectation and importance attached by the honourable Member to the defences of the Officers, a very large majority of the Court have, upon the evidence produced at Madras, and even upon the admissions of those gentlemen themselves, adjudged the greater part of them to have been guilty of acts worthy of dismission from the service, and have declared that they would have been compelled to have inflicted the punishment of dismission upon them, if the amnesty granted by Lord Minto to Officers who had been in actual revolt, had not, together with the general prevalence of insubordination early in 1809, induced the Court to adopt a more lenient course.

" Thus it is at length established, that the Government of Madras acted upon true and ſufficient information in their proceeding against those Officers; that factious and inflammatory measures were then going on among the Officers of the Army; and it seems impossible to show, that where the insubordination was become general and great, as too many evidences have since proved, persons guilty of it could have been subjected to punishment by any other course on the part of Government than the summary and vigorous one which it adopted, and which every Government of decision must adopt in like cases. Thus, also, the Court of Directors are justified in the support they have given to the Government of Madras, in respect to their conduct towards those Officers; a support by which they have, in truth, upheld their own authority, and the ſtability of the British Empire in India.

" Secondly. We shall advert to some things which the honourable gentleman has advanced on the paſt ſtate of the Madras Army, and the means of preserving the authority of the Civil Government over the Military Body.

" He says, " that on the 5th of December 1809, the Court of Directors were not in " possession of any evidence or of any advices relating to insubordination or sedi- " tion except the Minute of Sir G. Barlow of the 1st May 1809, in which there is no " allusion to any combinations or written communications between different divisions " of the Army; indeed it is impossible there could be any, for Sir G. Barlow, in his " *subsequent* dispatches, expressly ſtates, that the syſtem of combination was eſtabliſhed " throughout the Army, after the Hydrabad Officers had declared their participation in " the feelings of their brother Officers," &c. (which happened the 18th May 1809.

" Now, we did not at all mean to refer to the combinations formed at this time, and afterwards on the open and avowed ground of reſiſtance to the Government, but to others less oſtensible and of an earlier date, which, however, evidenced the existence of the principle of combination; a principle moſt dangerous in itself, to which the Indian Armies have been accuſtomed, and which has always been the engine whereby great commotions have been produced in those Armies.

" Of such combinations so much is said in a Letter to the Court, dated 10th September 1810, to which our signatures, with those of eight other Directors, are affixed *, that we ſhall merely indicate them here.

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* " A Paper, the length of which the honourable gentleman has taken occasion to mention, apparently in the way of censure. The Paper was unavoidably long, because in answering six Dissents, containing 114 foolscap pages, it went into a general review of the causes, progress, and issue of the revolt in the Madras Army, with the merits of the parties concerned in it; and it seems that what originally consisted, with the Appendix, of 103 demy pages, has in the honourable gentleman's foolscap copy extended to 208 pages. It will be found, however, that the whole of the writings on the side with which the honourable gentleman has acted, are more voluminous than those brought forward on our side. Part of those Dissents which are opposed to our opinions, are distinguished by a quality which, to use the honourable gentleman's language, is " absolutely novel;" for the honourable writers have dissented to a measure which they voted for, and which could not have been carried without their concurrence. If this mode of dissenting was to become frequent, the inconvenience would indeed be great.

" We

No. 3.

PROCEEDINGS of the Court of Directors; 9 April 1811.

Letter from Mr. Grant to the Court; 9 April 1811.

" We have already ſtated," say the Madras Government, with Mr. Petrie at their head, on the 21st of October 1807, " that a very dangerous spirit of cabal has shown " itself among several Officers of your Army. This feeling has been greatly inflamed " by the impunity with which the honourable Lieutenant Colonel Sentleger has " hitherto been enabled to brave and insult the authority of this Government."

" *Every means of the most public nature* have been taken *at some of the principal* " *military stations*, to hold up Lieutenant Colonel Sentleger as the champion *of the* " *rights of the Company's Army*, and *as one whose example calls for general imi-* " *tation.*"

" Is this, as the honourable gentleman ſtates, the case of a few Officers only out of sixteen or seventeen hundred—(had he said thirteen or fourteen hundred it would have been more exact) when it speaks of some of the *principal stations of the Army*, where *every means* of the *most public nature* were taken to hold up Colonel Sentleger *as one whose example called for general imitation?* Is it not plainly the spirit of cabal and concert in active exercise? and can it be conceived that the *principal stations*, who had thus an unity of action, had not also an underſtanding with each other?

" But what was the circulation to the different stations, for signatures of the Memorial for Bengal allowances, which General Macdowall suppressed in May 1808? What was the far more exceptionable Memorial for many claims, which General Macdowall himself, at the request of the Army, brought forward to Government at the end of that year? and, not to speak of the combined attack on Lieut. Col. Munro, what were the Letters addressed to Major Boles; the Memorial addressed to the Governor General for the removal of Sir G. Barlow, &c. what were all these but the acts of many Officers, at various stations, combined, whose signatures could not have been obtained without communications between the different divisions of the Army? And what does the Standing Regulations, quoted by General Macdowall against the Officers in May 1808, against combinations, but prove the preceding existence of the evil? all these instances were known when the Resolution of the 5th December was passed. It is quite needless to enlarge on them, or to look further back. It must, indeed, be obvious to an attentive examiner of the rise and progress of the late insubordination in the Coast Army, that combination was the vital principle and support of it, and the bond which kept the great body of the Officers steady to each other till the last.

" And was it not the same principle which matured the mutiny of the Bengal Officers in 1766, the commotion of 1785 in the Madras Army, and the Bengal agitations of 1796, as well as the Madras revolt of 1809? The honourable gentleman writes as if no such thing as combination had existed among the Officers of the Coast Army, till after the proceedings of the Madras Government (or, as he thinks fit always to express himself, Sir G. Barlow) on 1st May 1809, had provoked them. We do not recollect ever to have seen this plainly advanced before, by any advocate of the Officers. We appeal to the proofs of the contrary already adduced, particularly to the regulations of Government, prohibiting combinations; and to the full and distinct statements in Lord Minto's Letter to the Secret Committee, of 5th February 1810, written after he had been long employed in enquiries and reflection upon the subject. The Letter of September 1810, already mentioned, does indeed reckon among the remote predisposing causes of the late Mutiny, the principle of combination, and a dissatisfaction on the score of military emoluments; but it does not ascribe these causes peculiarly to one set of men, or to one period; it deduces the causes themselves from the constitution and circumstances of our local Indian Armies, and the principles of human nature. The honourable gentleman, however, is pleased to regard those observations only as throwing opprobrium and severe reflections on the Officers of the *Madras* Army, upon whom, from his own experience, he bestows the most unqualified eulogium for their uniform good conduct and spirit, both in war and peace. This mode of converting what is intended to be of general application, into a specific accusation of certain individuals or certain classes, appears to us to be contrary to fair reasoning, and injurious to the utility of discussion. That Letter has no where intimated that the causes in question, or those others which it assigns as predisposing causes, were at all times actively operative; it has done justice to the military character of the Indian Armies; to the personal qualities of very many of the Officers, whose talents and services have illustrated the order to which they belonged; but, after all, a revolt which threatened the destruction of our Indian Empire, is an event too momentous and too awful to be passed over without a free investigation into the causes of it; and those which have been assigned in the Letter, are not held by the writers of it, but

No. 3.

PROCEEDINGS of the Court of Directors; 9 April 1811.

Letter from Mr. Astell and Mr. Grant to the Court; 9 April 1811.

but stand on the foundation of larger experience and information than the opportunities of the honourable gentleman could furnish. It must be pleasant to be on the popular side and to bestow praise, which will gratify numbers; but our views of duty, and our sincere wishes for the lasting welfare of the Indian Army itself, have enforced us, in concurrence with others, to the ungracious task of pointing out errors which we conceive have contributed to the most dreadful effects, in order to the avoidance of the like errors in future.

" The principle for which the Officers appear to have of late contended, that they should lose the service only by the decision of their own body, involves, in fact, the eſtablishment of an independent Military power, and eventually its supremacy. The honourable gentleman admits of the exercise of the power of dismissing Officers without a trial by Court Martial; he will doubtless admit, also, of the power inherent in the Company, of dismissing their Civil servants, when they see cause.—This power may be misused; but, if it exiſts, it necessarily supposes the exercise of discretion. We wish the honourable gentleman, in his Proteſt againſt some doctrine which he thinks he has discovered in our laſt Letter on the subject, had shewn how the power could remain, if discretion in the exercise of it were taken away. We were shewing, in that Letter, that the judgment and discretion of the Company at home muſt, in various cases, be the final arbiters of the fate of their accused Indian servants, Civil or Military; because the " inveſtigation of their conduct, by the same " forms, pleadings and evidence, as are required in our Courts of Law, is impracticable;" and we then added, " It is to be remembered, that the queſtion in such " cases is much of the nature of a queſtion between maſter and servant, or superior " and inferior." This passage the honourable gentleman applies exclusively to Military Officers; who, he says, " are thus made to bear the same relation to the " Company, that, in private life, a servant bears to his maſter, and may be dis- " missed without assigning any cause."—The expressions underlined in this quotation, are all material alterations from the original text, and make up the doctrine againſt which he proteſts; but of the objectionable nature of which, after all, no very definite idea is obtained. We have used the relation of Maſter and Servant, not in its loweſt sense, but in a more general acceptation, which comprehends the manner of its subsiſtence between public Bodies and their functionaries. The King's Officers are the King's servants: the Company's Officers are the Company's servants—so are their Governors, Counsellors, and all their Civil functionaries. We mean to claim no more discretion for the Company, in judging and deciding on the fate of their Indian servants, than the King himself, according to the power veſted in him by Law, exercises with respect to his servants;—a power which the Company have always exercised, and which the British Conquerors of India were more exposed to feel than the Military or Civil servants of the present day. But if a person appointed into the service of the Company, were thereby to become possessed of a tenure, from which he could be ejected only by a course of law, the authority and prosperity of the maſter could be of no long duration.

" To a very important enquiry, suggeſted in our laſt Letter, " How the credit and authority of the Civil Government is to be preserved againſt Military encroachment?" the honourable gentleman replies—" By a syſtem of rule, founded on the pure " principles of the British Conſtitution; that shall have regard to British feelings, evince " a knowledge of the British character; that shall unite *beneficence* with *firmness*, and " *conciliation with dignity*; by selecting for Governors men who possess the qua- " lities that gain the hearts without losing the respect of the governed, &c. &c. In " short, such a syſtem of rule, and such qualities in the Ruler, as made *Cornwallis* " in India the object of universal reverence and eſteem alike with Soldier and Civi- " lian, &c &c."—Such a system of rule, he thinks, will always prevent any disposition to encroach, or render it innoxious, if entertained."

" We have an affectionate respect for the memory, the virtues, the atchievements of Marquis Cornwallis; but he was, confessedly, a very uncommon character. The honourable gentleman's syſtem does not tell us what is to be done if men of his rare union of qualities should not be to be found. Unfortunately, too, for the honourable gentleman's syſtem, it is a well known fact, that Marquis Cornwallis, with all his excellencies, when he projected reforms and improvements, or what he conceived to be such, in the Bengal Army, became very unpopular with the Officers of that Army. The honourable gentleman's syſtem fails us here too; it does not tell us what is to be done, when a man of the pureſt public principles and the moſt inoffensive manners, in obedience to the dictates of his superiors, his duty, and his conscience, aims at

No. 3.

PROCEEDINGS of the Court of Directors; 9 April 1811.

Letter from Mr. Astell and Mr. Grant to the Court; 9 April 1811.

reform, and when he thereby becomes unpopular, and finds his measures opposed. The component parts of the honourable gentleman's syſtem of rule, doubtleſs, form a fine aſſemblage, and are ſet off with all the advantages of antitheſis, but they are only abſtract generalities; or, if they be regarded as ſo many elementary principles of a *practical Code* (though ſome relate to the rule, ſome to the qualities of the Ruler), the whole difficulty, which conſiſts in the formation of *ſuch a Code*, ſtill remains. But there ſeems to be an eſſential error in the very conception and foundation of the honourable Gentleman's ſyſtem, namely, that certain tranſcendant qualities in the Law, and in the governor, will always preſerve the governed from doing wrong. We are again compelled, on this occaſion, to refer to another truth, which, though it has not the recommendation of novelty, as few moral truths have, may alſo be entitled to the honourable gentleman's admiſſion.

" All laws hitherto made for the government of human beings, have gone on a principle oppoſite to that of the honourable gentleman. They have ſuppoſed, that to retain men in juſt obedience to lawful authority, the proviſion and the employment of coercion and puniſhment were neceſſary. No doubt the adminiſtration of criminal law is to be tempered with prudence and mercy; no doubt that the largeſt poſſible portion of good qualities in the ſyſtem of Government, and in the character of the Rulers, is moſt deſirable; but it would follow, from the adoption of the honourable gentleman's ſyſtem in our Indian Empire, that the unpopularity of a Government acting ſolely from public principle, really for the public good, and with a perſonal demeanour the moſt unexceptionable, would be ſufficient to condemn and remove him; and if this were unhappily verified in practice, the gratification of the paſſions and intereſts of the governed might then become a leading object with their Rulers.

" It has appeared from an early period of the diſturbances at Madras, to have been the view of the Officers, either to effect the removal of the Governor, or control the Government in certain objects. After advancing to the awful length of open revolt, they have been, by the wiſdom and energy of the Government itſelf, defeated in both objects, without the leaſt ſacrifice of the public authority or dignity. A moſt comprehenſive amneſty followed, and real tranquillity might have been gradually reſtored, if the oppoſition to the Government had not been tranſferred to this country, and actively renewed here. Many inſtruments and many means have been employed to prejudice the public mind againſt Sir G. Barlow; to repreſent as the injured parties thoſe whoſe early ſpirit of inſubordination contributed ſo much to all the dreadful evils that afterwards enſued; to throw into the ſhade even the enormities of actual rebellion; nay to aſcribe the blame of it to him who was the means of ſaving the Indian Empire from anarchy and deſtruction, and finally to bring about that object which the Officers originally ſought, his removal from Government. The propriety of ſuch a meaſure has even been broadly aſſerted in this Houſe. The re-action in India of all the opinions adduced, and the means uſed in England to decry Sir G. Barlow and his conduct, may be expected to be great; the accompliſhment of his removal would be the final triumph of the cauſe of oppoſition to Government, and ſuch a return for eminent public ſervice would not only be a laſting diſgrace to the country, but inflict an indelible wound on the authority of the Civil Power, and the intereſts of the Company in India. We therefore take this opportunity of recording our ſolemn Proteſt againſt all propoſitions calculated to produce ſuch fatal effects.

" The honourable gentleman has aſcribed to the late Chairman a bias, imperceptible to himſelf, towards the Madras Government. Exemption from all undiſcerned bias and error, it is not, perhaps, the lot of humanity to poſſeſs, and it may be proper for every individual to be watchful againſt its influence; but the late Chairman has ſtood in none of thoſe relations or connections toward Sir G. Barlow, or any Member of the Government, which moſt commonly and naturally bias the human mind; and he can honeſtly ſay, that in theſe Madras affairs he has acted under a deep and anxious ſenſe of their extreme public importance, and with an earneſt deſire in all caſes to ſerve the public intereſt.

" It remains only to ſpeak to one point; the honourable gentleman has, throughout the whole of his preſent and preceding Paper, allowed himſelf to treat certain acts of the Court, and certain opinions delivered in Papers addreſſed to the Court by a number of Directors, as the acts and opinions of one individual; thus treating the reſt as cyphers. Nothing can be more unjuſt in point of fact, and nothing more contrary to that decorum and reſpect which the Members of the Court ought to obſerve in all their proceedings towards the collective body, and towards each other. Those Gentlemen with whom the late Chairman had the honour to ſide in relation

No. 3.

PROCEEDINGS of the Court of Directors; 9 April 1811.

Letter from Mr. Astell and Mr. Grant to the Court; 9 April 1811.

relation to the Madras disturbances, had each a substantive and decided opinion of his own upon every question that came before him, and acted according to his own judgment and conviction, under the responsibility attached to his office; and to represent public measures of the Court which are to have the operation of laws in the Indian Empire, as the measures of any one Member of the Body, is an intolerable license which the Court itself is called upon to correct.

" The present Chairman, much as he feels grateful to the honourable Director for his desire to spare him, as far as possible, from the lash of his pen and the censure of his judgment, by considering the addresses alluded to, as the productions of and conveying the sentiments of the late Chairman only (arising, as the Chairman is persuaded, from that friendship which no difference on public matters has been able to destroy) still feels it incumbent on him to declare, that wherever his signature appears, there are his genuine sentiments expressed; and that however kindness to him has been the motive of the honourable gentleman for excluding him from his strictures, it may perhaps be a question, whether the Chairman ought to consider himself flattered, or the contrary, by this desire to absolve him from nearly all the consequences of doctrines and declarations to which his name appears; in one instance the first signature, and in another the second: certainly the Chairman is most desirous to ascribe, where it is justly due, to his late colleague, the ability and indefatigable industry which formed the basis of the reply and addresses in question; but it is not less the desire of the Chairman to take to himself his full share of the demerits of those Papers, and to give to others the credit for much unanswerable matter. Never has the Chairman, he flatters himself, shrunk from responsibility of his acts or his signature; and whilst he acknowledges his many errors and faults, he never will add to them by the unworthy part of shifting to others any share of blame which ought to attach to himself.

" We are,
" Gentlemen,
" Your most obedient humble Servants,

" East India House, 9th April 1811." (Signed) " *Wm Astell.*
" *Chas Grant.*"

No. 4.

Copy of a LETTER from Lieutenant Colonel the Honourable Arthur St. Leger to the Governor of *Madras*, dated in August 1807.

No. 4.

Letter from Lieut. Col. the Honourable Arthur St. Leger to the Governor of Madras, dated in August 1807.

To the Right Honourable the President in Council,
&c. &c. &c.

My Lord,

UNDER my present situation, I cannot, consistent with just feelings of what I owe to myself as an Officer, remain silent, however painful it may be to make representations to Government.

It is disagreeable to an Officer to be compelled to state his services; when I find an Officer junior to myself vested with inspecting and controlling power over the branch of the Army to which I particularly belong, I think it necessary to shew that no part of my conduct, in the course of 27 years service, has been such as to weaken my claim to command.

I was appointed to the Cavalry in January 1781, since which period I have never commanded less than a troop or squadron: it is with honest pride, I can state, for your Lordship's information, that I partook in the dangers of every action during that eventful war in which Sir Eyre Coote commanded the Army of this Presidency; and that I had also the advantage of serving during all the time when the late Lord Cornwallis so ably led the Forces in India against Tippoo Sultaun in Mysore. I was subsequently much employed amongst the Southern Poligars, until the formation of the Army in 1798, under General Harris, when I had the honour to command a regiment of cavalry.

Since

No. 4.

Letter from Lieut. Col. the Honourable Arthur St. Leger to the Governor of Madras, dated in Auguſt 1807.

Since that period I never commanded less than a regiment; and frequently have been placed at the head of brigades or divisions of the Army on much service, as will appear by a reference to a Memorial I lately addressed to the honourable Court of Directors.

What was my conduct in those commands, will beſt appear by a reference to the orders issued at various times regarding me and my corps: I have only to add, that I commanded the Cavalry of the Army in the Dekan until August 1804; when, worn down with sickness, I was compelled to quit the field after the war was concluded against the Mahrattas, and to relinquish a distinguished command, to seek for health, by a voyage to my native country, in the severe detriment of my private fortune.

Returning to my duty, I find a junior Officer executing the general controul over the corps of the Cavalry, whilſt the truſt veſted in me, is limited to the charge of my own regiment. Lieut. Col. Gillespie, being my junior Officer, cannot inspect the corps I command; and if he continues to hold a situation of general controul over the honourable Company's Cavalry, I must appear to that most respectable body, in a degraded light, recollecting, as they must do, that six regiments were entruſted to my command during an active period of the late Mahratta War.

The merit of Lieut. Col. Gillespie is universally acknowledged; and I admit, in the fullest extent, his well-founded claims on the favours of Government. But, however meritorious the conduct of that valuable Officer has been, his continuing to hold the appointments of Inspector of Cavalry, &c. whilſt I am placed in a situation of inferior command or respectability, muſt degrade the feelings of an Officer, and tend to lower me in the opinion of the Army.

On these grounds I trust my case, with full confidence on the juſtice of your Lordship in Council, to remove the hardships I complain of, or redress it otherwise as you may think fit.

I have the honour to be, &c.

Madras, August 1807. } (Signed) *A. Sentleger*, Lieut[t] Col[l] Com[d] 6 Reg[t] Cav.

Extract Memorial of the Honourable Lieut. Col. Arthur Sentleger, of the Madras Cavalry, to the Honourable Court of Directors.

Para. 8. YOUR Memorialiſt therefore shews, that immediately after and ever since his obtaining the rank of Lieutenant Colonel, he has held a diſtinguished command in your Army. In the year 1799 he was sent with a detachment, to expel the Mahrattas out of the Soonda Province; for which he received the thanks of your Governor General, and also the thanks of General Wellesley. In the year 1800 your Memorialiſt commanded Arcot, having at that station under his orders, His Majeſty's 19th and 25th Light Dragoons. In December his regiment was reviewed; eleven months after it was commenced with, and reported by Major General Campbell fit for field service. In January 1801, your Memorialiſt was called to the field, and nominated to the command of the Brigade in the Ceded Diſtricts, under Major General Campbell, consiſting of His Majeſty's 25th Light Dragoons, 1st, 4th, and 6th regiments Cavalry; and by repeated forced marches, some exceeding 60 miles (under that experienced Officer Major General Campbell) surrounded different forts, until the Infantry came up; which prevented a long war.

9. Your Memorialiſt, in January 1803, marched with his regiment to join the subsidiary force of the Nizam, and was immediately appointed to the Cavalry Brigade; after the junction of the forces under General Wellesley and Colonel Stevenson, he had the honour to have the two brigades of Cavalry placed under him, conſiſting of His Majeſty's 19th Light Dragoons, the 3d, 4th, 5th, 6th and 7th regiments of Cavalry, and led them in that deſtructive charge on the enemy at Arguam, which muſt be fully in the memory of your honourable Court. During the siege of Guelalghur, he was entruſted by General Wellesley with the command of that Army covering the siege, including the Allies, of 14,000 horse, 8,000 infantry, and 36 guns; Sindiah's Army being within one day's march.

Seringapatam, March 12[th] 1800.

My dear Colonel,

I HAVE the pleasure to inclose the Extract of a Letter which I have received from Government, by which you will perceive that the Supreme Government are not unmindful

No. 4.

unmindful of your services; I conclude, that you will receive a copy of this Letter.

I am, &c. &c. &c.

To the Honourable
Lieutenant Colonel Sentleger.

(Signed) *Arthur Wellesley.*

Extract of a Letter from the Right honourable the Governor General in Council, dated 4th February 1800.

We were highly pleased with the decision and vigour of the Honourable Lieutenant Colonel Sentleger's conduct, in driving the Mahrattas from the village of Hulliall, of which they had taken possession in violation of the rights of the Company, and of the Nizam, under the Treaty of Mysore; we requeſt our sentiments on this occasion to be communicated to Lieutenant Colonel Sentleger.

(A true Extract.)

Bellary, 27 December 1802.

Major General Campbell having concluded a detailed inspection of the honourable Company's 6th regiment of cavalry, commanded by Lieutenant Colonel the Honourable Arthur St. Leger, has great satisfaction in declaring, that the complete order of the horses, arms, and accoutrements; the expertness of the regiment in squadron, line and manœuvre; the military appearance and dress of the men on foot parade; together with the syſtem and regularity that prevails through every department, far surpassed his expectations, and appears to him exemplary.

The Major General has much pleasure in observing a spirit of zeal and emulation among the Officers, which cannot fail to maintain the present excellent ſtate of the corps, and ensure credit and honour to themselves whenever the regiment may be called into action. On all these points, the Major General will not fail to make a faithful report to his Excellency the Commander in Chief.

Extract of a Letter from the Honourable Major General Wellesley, to the Right honourable Governor General, on the battle of Arguam.

The Britiſh cavalry then pursued them for several miles, and deſtroyed great numbers, and took many elephants and camels, and much baggage.

For the reason ſtated in the commencement of this Letter, the action did not begin till late in the day, and unfortunately sufficient day-light did not remain to do all that I could have wiſhed; but the cavalry continued their pursuit by moonlight, and all the troops were under arms till a late hour in the night.

I have the honour to enclose a return of our loss in this action. The troops conducted themselves with their usual bravery. The 74th and 78th regiments had a particular opportunity of diſtinguiſhing themselves, and have deserved and received my thanks. I am also much indebted to Colonel Stevenson, for the advice and assiſtance I received from him; to the Honourable Lieutenant Colonel Sentleger, for the manner in which he led on the Britiſh cavalry; and to Lieutenant Colonel Wallace Adams, (who commanded Lieutenant Colonel Harness's brigade, the latter being absent on account of some indisposition), Haliburton, Macleane, Pogson, and Major Hudleſton, who commanded brigades of cavalry and infantry; to Major Campbell, commanding the 94th regiment; to Captain Beaumont, commanding the artillery with the division under my immediate command; to Captain Burke, commanding the artillery with the subsidiary force, and to the Officers of the Staff with my division, and belonging to the subsidiary force.

(True Copies.)

(Signed) *G. Strachey,*
Secretary to Government.

No. 5.

Letter from Lieut. Col. the Honourable Arthur St. Leger to the Governor General, dated the 28th August 1807.

No. 5.

Copy of a LETTER from Lieutenant Colonel the Honourable Arthur St. Leger to the Governor General, dated the 28th August 1807.

To the Right honourable Lord Minto, Governor General in Council, &c. &c. &c. Fort William.

My Lord,

IT is with extreme concern I find myself under the painful necessity of submitting the enclosed Papers to your Lordship in Council. The great time taken up by a reference to the honourable Court of Directors, while I am smarting under the moſt severe and degrading situation an Officer can be placed in, that of seeing a junior Officer holding controlling and inspecting power over the branch of the Army I am particularly attached to, will in part apologize to your Lordship in Council for my Address.

I should have submitted the Papers alluded to before your Lordship, while at Madras, had not the Right honourable Lord William Bentinck. as long as your Lordship remained here, given me assurances that Lieutenant Colonel Gillispie should be removed from the situation he holds as Inspecting and Controlling Officer over the Cavalry. I muſt observe to your Lordship, that Lieutenant Colonel Gillispie does not ſtand appointed to any of his Majeſty's regiments now serving in India. He is therefore either exercising an irregular authority, or the Government of Fort St. George is competent to select for employment and command any Officer of His Majeſty's Army whom chance or invitatio .. may have placed within the limits of their Government.

I therefore hope your Lordship in Council will take the case under your consideration, and grant me such redress as may seem juſt, to my situation and feelings as an Officer.

Being expressly informed by the *Chairman of the honourable Court of Directors*, when making a representation nearly connected with the present subject, that a Memorial from any Officer, ſtating either his own *or his brother Officer's grievances*, would always be attended to in preference to a general statement from a number of Officers, I take the liberty of making the following grievances known to your Lordship in Council, from whose legal power of controul in every case whatever, I truſt that I shall receive that redress which may render further representations unnecessary.

The object of my humble Petition is, to point out the degradation to which I, among the other Field Officers of the Honourable Company's service am exposed, by a syſtem which has been adopted, of excluding them from situations of active truſt, respectability and emolument, while such situations are almoſt all occupied by the Officers of His Majeſty's service. Although I do not wish to be understood as questioning the merit of his Majeſty's Officers, yet it cannot be expected that I am to concede to them the possession of superior qualifications, or exclusive claims; and certainly many do not possess the local advantages which arise from long residence in India.

I presume not to remark on the allotment of commands to the General Officers on the Staff; the proportion and number of them has been settled by the higheſt authority.

It is the selection of Field Officers for military command that has produced the moſt serious injury to the Officers of the Company's Army, by the disregard of the relative numbers, rank, and claims, of the Field Officers of His Majeſty's and the honourable Company's service, on the promulgation of the local Brevet to the Lieutenant Colonels of His Majeſty's service. Lieutenant Colonel Montresor, Major of the 22d Light Dragoons, a young Officer, having attained the rank of Colonel in India, was appointed to command the Hyderabad Subsidiary Force (his corps never having served with that force), and accordingly superseded Lieutenant Colonel Lang, an Officer of acknowledged merit and exclusive experience, who had commanded a

corps

No. 5.

Letter from Lieut. Col. the Honourable Arthur St. Leger to the Governor General, dated the 28th August 1807.

corps in that force during the Mahratta wars, and had succeeded to the command on the death of Colonel Haliburton, to the whole of that body of troops, in which he had been honoured with public approbation. Shortly afterwards Colonel Harcourt, of His Majesty's Service, was appointed to command at Wallajahbad, where a large force was assembled, from whence he was transferred to the command of Vellore; and in both these situations he received allowances far exceeding any granted to the Honourable Company's Field Officers in the same situation. At a moment of difficulty Lieutenant Colonel Lang was selected for the command of Wallajahbad; but he was again superseded by his junior, Lieutenant Colonel Lockhart, of His Majesty's service, Colonel by local Brevet. Brevet Colonel Davis was appointed to command a large force cantoned at Bangalore, while Colonel A. Cuppage, of the Company's service, his senior in the Army, commanded Nundydroog, with only one company of Sepoys; and has since been deprived of that command, to make room for Brevet Colonel Ware, his junior Officer in the service, whose residence in India had been about one month; although Colonel Cuppage had served thirty years, with credit to himself. Colonel A. Campbell, of his Majesty's 74th regiment, an officer labouring under the same legal inabilities with Lieutenant Colonel Gillespie, aggravated by His Majesty's disapprobation of an attempted exchange into a corps on the India Establishment, has been kept in the command of the Southern Divisions and Trichinopoly, to the injury of the Company's Officers, by the removal of Major General Gowdie and Major General Pater, unemployed, contrary to the express Letter of the Regulations of 1796, which directs, that temporary vacancies in the general offices of His Majesty's Staff shall be supplied by Officers of the same rank in the Company's. During this command, Colonel Campbell has received much larger allowances than has been granted to any Company's Officer of the same rank in similar situations. If all these instances, and various others which occurred during the operation of the local Brevet, now cancelled by His Majesty's order, could be accounted for on the principle of giving distinguished commands to Officers of the highest rank indiscriminately, the justice of such a principle would be consistent; but when the junior Officer of that Brevet was selected for the most important of these distinguished commands, while several colonels of the Company's service were either unemployed or placed in subordinate situations, it is difficult to recognize in such an arrangement, any necessary adherence to this claim of superiority given, as effected by the local Brevet; but it is impossible to recognize such a principle at this time, when, although the Brevet is annulled, the grievance remains. Among other instances, Lieutenant Colonel Capper, senior Officer of Lieutenant Colonel Montresor, stood appointed to a corps at Hydrabad, when the Brevet was annulled; but has been removed from an ante-dated appointment.

Several Field Officers of the Company's service having superior rank to the whole of the Lieutenant Colonels of His Majesty's service who hold those high commands, of nearly the whole disposable force of the honourable Company's; if this system be adhered to, and the Army should take the field, not one brigade of the whole force would be commanded by any Company's Field Officers, unless the Travancore Subsidiary Force, consisting of two battalions, should be so considered.

The following List exhibits a distribution of the chief disposable force of the Army.

His Majesty's Forces.	Lieutenant Colonel Gillespie, Cavalry, Cantonment of Arcot.
	Lieutenant Colonel Hare, 22d Dragoons, Nundydroog.
	Lieutenant Colonel Davis, Forces at Bangalore.
	Lieutenant Colonel Lockart, Forces at Walleyahbad.
	Lieutenant Colonel Montresor, Forces at Hydrabad.
	Lieutenant Colonel Forbes, Forces at Malabar Coast.
Honble Company's Officer.	Lieutenant Colonel Chalmers, Forces at Travencore.

According to the above statement, it will appear by the returns, that there are about 17,000 of the honourable Company's troops under His Majesty's Field Officers; when there are only about 900 of His Majesty's under the honourable Company's Field Officers; viz. four companies at Vellore, and seven, casually, under a Company's Officer at Gooty.

I beg also to call to your Lordship's notice, that although His Majesty's corps have a double proportion of Field Officers, compared with the honourable Company's, the number of Field Officers of each, present on their establishment, stands as follows: His Majesty's 30th, the honourable Company's 92d. Hence it must appear, that with

No. 5.

Letter from Lieut. Col. the Honourable Arthur St. Leger to the Governor General, dated the 28th August 1807.

with three times the number to be selected from, while only one of the number of commands, any thing that can be classed, even as a small disposable force, either a general incapacity must be attributed to the honourable Company's Field Officers, or that their humiliating degradation is not founded on an impartial and just consideration of their services and claims.

I have the honour to be,
&c. &c. &c.

Madras,
28th August 1807.

(Signed) *A. Sentleger*,
Lieut. Col. Com^{s} 6th Reg^{t} Cavalry.

No. 6.

Copy of a LETTER from Lieutenant Colonel the Honourable Arthur St. Leger to the Court of Directors, dated 16th April 1811.

No. 6.

Letter from Lieut. Col. the Honourable Arthur St. Leger to the Court of Directors, dated 16 April 1811.

To the Honourable COURT of DIRECTORS.

17, Grafton Street, 16th April 1811.

Honourable Sirs,

I HAVE been favoured with your Secretary's Letter of 22^{d} February, informing me that the attention of your honourable Court has been particularly drawn to the evidence given before the Supreme Court of Judicature at Madras, by Lieutenant Colonel Macleod, of his Majesty's 69th Regiment, and of Lieutenant Colonel Vesey, of the Company's 8th Regiment Native Infantry, in a cause instituted by me against Sir George Barlow. That in the Advocate General's Report on this Evidence, dated the 7th October 1809, addressed to the Chief Secretary to Government of Madras, it is stated as follows:—"It was insisted by the Counsel for Colonel Sentleger, that the evidence of these Officers should not be used against Colonel Sentleger, before the Honourable Court of Directors, without the other evidence intended to be taken; to which I assented, the Court agreeing that the principle is evidently just. The evidence will be submitted to Government by the honourable Company's Solicitor, but you will be good enough to add the above restrictions as to its use."

And further acquainting me, that under these circumstances, the Court have deemed it to be necessary to suspend their final decision upon my case, until it can be ascertained, by subsequent information from Madras, whether any and what further evidence has been produced by me, or whether any, and what further proceedings, have been taken in this case.

To that Letter I should have offered an immediate reply, had I not been under the necessity of laying it before Mr. Marsh, who acted as my Counsel at Madras, and who alone could give me the necessary information on the subject. I have now the honour to forward an Extract from the Reply, with which that Gentleman has furnished me.

EXTRACT.

"The Examination of Lieutenant Colonel Vesey and Lieutenant Colonel Mac Leod, on behalf of Sir George Barlow, before that of Colonel Sentleger's witnesses, was requested by Mr. Anstruther, as a matter of courtesy, Colonel Vesey being on the point of embarking for England, and Colonel Mac Leod being about to quit the Presidency, to attend the Court Martial at Bangalore. This inverted order of proceeding I assented to, as a mere matter of favour; but it appeared to me that it might possibly prejudice your Appeal to the Court of Directors, if the evidence of persons in favour of Sir George Barlow was laid before them, without the testimony you intended to produce against him; I proposed to the Court that the deposition of those Officers should not be transmitted to the Directors. The Court recognized

No. 6.

Letter from Lieut. Col. the Honourable Arthur St. Leger to the Court of Directors, dated 15 April 1811.

nized the principle, and observed to Mr. Anstruther, that they expected this condition to be strictly adhered to.

" If, therefore, the depositions of Colonel Vesey and Colonel Macleod have been laid before the Court of Directors, it must have been in direct breach of the conditions on which alone they were permitted to be taken.

(A true Copy.) " (Signed) *C. Marsh.*"

(Signed) *A. Sentleger.*

I submit to the candid consideration of your honourable Court, that the transmission of this *ex parte* evidence, in direct breach of the conditions under which it was permitted to be taken, affords the strongest proof that Sir George Barlow did not possess any adequate means of justifying the measures he had adopted towards me several months before the depositions of Colonels Macleod and Vesey were taken; and I might with confidence express a hope, that your honourable Court would, in the consideration of my case, reject all such accusatory matter, irregularly procured, and against which I have not had an opportunity of offering any testimony in my behalf; but as the protracted decision of my case adds much to the sufferings I have already endured, and as I do not entertain any apprehension from the unsupported and unfounded charges that have been brought against me, I confidently submit my case, as it now stands, to your impartial justice; and I trust I shall not be deemed unreasonable, when I entreat of your honourable Court an immediate decision on it.

I have now endured a suspension from your service of nearly two years, and this suspension has been accompanied by every indignity that could give pain to an honourable and feeling mind; yet to this hour am I totally uninformed with respect to the grounds on which Sir George Barlow has accused me, or to what specific act of mine he refers, in his General Order of the 1st May 1809, wherein he has not scrupled to charge me with " employing the influence which I derived from " the important command confided to me by the Government, for the purpose of at- " tempting the subversion of its authority, and spreading disaffection among the " troops which it had entrusted to my charge;" and in order more effectually to injure my reputation, he published this charge in the Government Gazette, a newspaper immediately under the authority and controul of his Government: nevertheless my application for a trial, or an investigation of my case, was rejected, and I was even refused a hearing, or any opportunity of vindicating myself.

That I have omitted no means of vindicating my character from the aspersions so unjustly thrown upon it by Sir George Barlow, will appear from the action which I was compelled to institute against him; this being the only method by which I could produce evidence of my innocence. The Act of Parliament which has extended a remedy to British subjects suffering under the oppression of Governors in India, requires personal security to be given for the prosecution of the suit. I applied to Sir George Barlow for leave to remain in India 'till I had accomplished that purpose. I was immediately hurried away to Bengal, before the Court could meet for the purpose of receiving my security. My Attorney, in my absence, offered the security of Company's paper, to the amount required, which was refused. Had I been permitted to remain at Madras long enough to have my witnesses examined, I should have proved, by the evidence of all the Officers under my command at Travancore, the falsehood of the charges for which I have been punished by Sir George Barlow, in his Orders of the 1st of May 1809.

Should your honourable Court determine to suspend your decision on my case until further evidence be forwarded from India, it is impossible, under the circumstances explained, to affix any time when it may be thence expected. The necessary security, which I have been prevented procuring, is not yet given, nor can it in any certain period be given by me; so that I may remain without receiving the Court's decision on my case for an indescribable season: and why should this hardship be heaped on me? I am sure your honourable Court will forego such intention, when you are possessed, as you now are, of the information conveyed. In the Letter of Mr. Marsh, you will have perceived that, according to the stipulation of the Council of Sir George Barlow (and it is admitted by him in the abstract of his Report, forwarded to me) the evidence of Colonels Mac Leod and Vesey should not have been sent to your honourable Court, without its having been accompanied by the testimony taken in my behalf. You have no such testimony forwarded to you. The evidence alluded to in your Letter, is therefore improperly in your hands, and in violation of an engagement, and cannot therefore be regarded, on

No. 6.

Letter from Lieut. Col. the Honourable Arthur St. Leger to the Court of Directors, dated 16 April 1811.

reconsideration by your honourable Court, as evidence to be acted on, so as to delay the adjudication on my case.

Colonel Macleod and Colonel Vesey were permitted to be examined, only on the express condition (and out of the natural order of proceeding) that the depositions should be opposed to evidence exhibited by me. It was never intended to convert their evidence, merely defensive, into an available testimony againſt me. This would be completely turning the defendant into the proſecutor, and it would be making the Court a party (which could never happen) in hearing the defence before the plaint is eſtabliſhed, and ſo break and counteract the effect of the plaintiff's demand of juſtice.

Your honourable Court will see that these depositions should never have found their way, at this interval, to Leadenhall-ſtreet; and will not, therefore, subject me to hardships for the irregularity (I wish not to speak more strongly on the practice) of the proceedings of my adversary.

If your honourable Court shall think, after this explanation, that you can receive and read the evidence thus forwarded by Sir George Barlow, I must submit to your decision; and I shall, in that event, request that you will proceed to decide on my case, without waiting for an indefinite time, until I may receive evidence from abroad. I have never promiſed to lay such before your honourable Court, nor do I think it necessary, in as far as respects the evidence of Colonel Vesey and Colonel Macleod (on which I have observed in my Memorial of the 1st May 1810); and I think I have shewn the insufficiency of it, for any decision you can come to upon any matter connected with it.

I am a Lieutenant Colonel of the year 1799, nearly at the head of His Majeſty's Officers of that year; I find myself left out in the Brevet, and superseded by His Majeſty's and the honourable Company's Officers, down to the year 1802 inclusive, by about 200 Lieutenant Colonels. I in consequence addressed a Letter to his Excellency the Commander in Chief, a Copy of which I have the honour to enclose, with his Excellency's Answer, which refers me to your honourable Court.

I have the honour to be,
With much respect,
Your moſt obedient humble Servant,
(Signed) *A. Sentleger,*
Lt Colonel.

To the Right honourable Sir David Dundas, K. B.
&c. &c. &c.

Sir,

In the Brevet publiſhed in 1809, of Lieutenant Colonels to the rank of Colonels, I find my name has been omitted, although I have had the honour to bear the commission of Lieutenant Colonel in His Majeſty's Army in India since the 4th of September 1799; and as I am wholly uninformed of the cause of such omission in the Brevet, which has included many of my juniors, I have the honour respectfully to requeſt your Excellency will have the goodness to direct that I may be acquainted therewith.

I have the honour to be, with great respect,
Your Excellency's
Moſt obedient humble Servant,

17, Grafton-ſtreet, 15th February 1811. (Signed) *A. Sentleger,*
Lieut. Colonel.

Sir,

Horse Guards, 15th February, 1811.

I have the honour, by the Commander in Chief's command, to acknowledge the receipt of your Letter of this date, and to acquaint you, that as your name does not appear to have been included in any Liſt received from the India House, you muſt address yourself to the Court of Directors, on the subject of your claim to the rank of Colonel.

I have the honour to be,
Sir,
Your moſt obedient humble Servant,
(Signed) *H. Torrens.*

Lieut. Col. Sentleger, &c. &c.

(A true Copy.)
(Signed) *A. Sentleger.*

No. 7.

Copy of a MEMORIAL addressed to the Court of Directors by Lieutenant Colonel A. Cuppage, dated in October 1807.

No. 7.

Memorial addressed to the Court of Directors by Lieutenant Colonel A. Cuppage, dated in October 1807.

To the Honourable the COURT of DIRECTORS of the Honourable the East India Company, London.

Honourable Sirs,

THE circumstances which have compelled me to lay my case before your honourable Court are such as will, I trust, procure your favourable consideration towards me, and entitle me to a fair investigation, previous to a decision on my conduct, as represented by those who were recently my immediate superiors. I have full confidence that my justification will be complete, if an opportunity is granted to explain those parts of my conduct which have been construed into crimes, and to answer the accusations which have, as I am informed, been laid against me. The necessity of defending myself against charges of a serious nature, must, under any circumstances, produce painful sensations; but this necessity is attended with the most mortifying solicitude in my case, when, after having devoted upwards of thirty-one years of my life to the zealous discharge of the duties of an arduous profession in your service, and having during that period received such uniform approbation from my superiors, as had inspired the hope that I might be considered entitled to the full enjoyment of particular favour, I find myself ignominiously discarded from a situation of considerable responsibility, charged with the crime of disrespect, for begging permission to quit the scene of my disgrace; and compelled to lay a defence of my conduct before you, from whom, I hope, I have merited reward.

It is impossible for me to account for the persecution which I have experienced, except upon the principle, that the person who has been once injured, is unpardonable.

A simple detail of the occurrences connected with my present situation will afford the best means of discovering the real motives of my conduct, and of that which has been observed towards me. They are chiefly the following:—

In September 1806, while in the command of Nundydroog, with four companies of Sepoys, I understood that it was in contemplation to appoint an Officer to the general command of the Travancore Subsidiary Force; and conceiving that my length of service and my claims gave me a fair chance of being selected, I addressed a letter (1.) to Lord William Bentinck, which I enclosed to Sir John Cradock, then Commander in Chief, from whose professions towards me I had formed a flattering idea of his favour. In my letter to Sir John Cradock, I mentioned that any increase of allowances or emolument was not the object which induced me to apply for the command, and alluded to the motive by which I had on many occasions told him I was actuated, viz. a desire to hold some situation of respectability before I quitted the country (2).

Vide Appendix, (N° 1.)

Vide Appendix, (N° 2.)

To my address to Government I received no reply; and not knowing whether it had ever been taken into consideration, I continued in my command, which, in March 1807, was reduced to one company of Sepoys, while Lieutenant Colonel Davis, considerably my junior, got and held the command of between four and five thousand men at Bangalore. Had my means enabled me to retire from the Army, I should certainly have done so on that occasion, but this was not the case; and besides, I perceived that I was not the only Company's Officer whose claims were totally disregarded, and who was subjected to the mortification of seeing young Officers placed in situations of high command, while they were kept either without, or placed in the charge of a trifling post with an inconsiderable garrison. I waited in the hope that some change might take place to my advantage, when to my great mortification, without any previous warning, without any expression of disapprobation of my conduct, or my knowledge of any claim on the part of Lieut. Colonel Hare, I found him appointed to the command of Nundydroog, although my junior Officer. I confess that I felt this supercession particularly severe, as it seemed aggravated by circumstances that appeared to have been studied, for the purpose of completing

Vide Lieut Col Sentleger's Address to the Governor General.

No. 7.

Memorial addressed to the Court of Directors by Lieutenant Colonel A. Cuppage, dated in October 1807.

completing my mortification, and of publicly avowing the little regard that was (under the system then prevailing) to be paid to the claims of a Company's Officer. Nundydroog is a hill fort, and consequently not a place that would be selected for a Cavalry station; besides, Bangalore had been fixed on for the erection of permanent barracks for the 22d Dragoons, with other corps; a great expence had already been incurred in erecting those barracks; the Officers and men had hutted themselves, conceiving that nothing but the call of service would remove them till the barracks were completed: yet these considérations were disregarded; the expence of batta, &c. for moving the regiment, and of making a new arrangement for the supply of grain, were incurred, in order that my ejection from Nundydroog might be attended with humiliating circumstances. It is true that Lieut. Col. Hare would have commanded the force, if he had joined at Bangalore; and besides the inconveniences to be expected from placing an Officer of absolute inexperience of this country in command, Lieut. Col. Davis would have been deprived of his this occurrence was evidently of more consideration than my being deprived; but if it was absolutely necessary that both these Officers of the same regiment should hold commands, while a third also of the same regiment holds the command at Hydrabad, and if any consideration for my feelings had operated, the 22d regiment with Lieut. Colonel Hare might have been sent to Sera, where there are accommodations for men and Officers, and where the regiment had been before; or it might have been sent to Beda Balapore Hill, nearer to Bangalore, at which place also Cavalry had been stationed: neither of these expedients were resorted to, and I was after thirty-one years service, in a most unprecedented manner, turned out of my command, to make way for a junior Officer. These circumstances, for the truth of which I appeal to the records of the Madras Government, will, I trust, appear to your honourable Court to have afforded cause for discontent, and for just complaint, to any one in whom a sense of pride and proper feeling were not totally extinct. Under the first impression which they produced on me, I forwarded through the late Commander in Chief, a Letter (3.) addressed to the late Governor, in which I applied for permission to proceed to Europe, in consequence of the injuries which I had sustained. I beg here to remark, that this Letter seems to have been the foundation of the displeasure which Lord William Bentinck and Sir John Cradock have expressed to the Council on the 4th of August; and to state the following circumstances regarding it, which shew that the sentiments of those persons had varied after its receipt. My Letter, dated the 17th July 1807, was immediately delivered to Sir John Cradock, who, on receiving it, sent me an acknowledgment (4.) in which he merely alludes to *his* not having the power to redress me, and tells me, that "he believes Lord William neither meant injury or disrespect by me;" but does not hint that the style of my communication was improper. I soon, however, learned that it was the desire of the late Governor, and late Commander in Chief, that my Letter should be withdrawn. Conscious of the rectitude of the principle upon which I acted, and desirous to appeal to your honourable Court against such oppression, I hesitated unless the causes of my complaint were in some degree removed by any act of the Government, which should do away the impression of that public degradation which I had sustained in the face of the Army. At this period a negotiation took place, the conduct and consequence of which has been truly extraordinary; as it shews that, at different times, Lord William and Sir John Cradock were separately willing to remove the cause of my complaint, and at last, that they joined in the opinion that I deserved no terms.

Vide Appendix, (N° 3.)

Vide (N° 4.)

Lord William had, in communication with Lieutenant Colonel John Cuppage, frequently expressed his desire that an accommodation might take place, and signified, that if I would withdraw the Letter of the 17th of July, and if he could get Sir John Cradock to withhold his opposition, he saw no objection to my being provided for; Lord William recommended that I should address a public Letter to Sir John, expressing my wish to do so. I accordingly wrote a Letter (5.) dated the 27th of July, and declared my willingness to withdraw it; expressing at the same time, my hope that Sir John would not oppose any intention which the Governor might evince to do justice to my claims. This Letter was shewn to Lord William, who entirely approved of it, and made a slight alteration in pencil, (the original is in my possession) desiring, however, that it might not be given to Sir John until his Lordship had an opportunity of conversing with him, and rendering him (as he said) favourable to my claims. At that time I did not entertain the smallest doubt of his Lordship's sincerity; I could not suppose that he would consent to be my advocate with

Vide (N° 5.)

No. 7.

Memorial addressed to the Court of Directors by Lieutenant Colonel A. Cuppage, dated in October 1807.

with Sir John, and that he would profess his individual willingness to redress my grievances, if he had felt that displeasure towards me which it appears he manifested on the 4th of August. According to his Lordship's desire, the alteration was made in the Letter, and Lieutenant Colonel J. Cuppage again waited on Lord William, to learn the result of his conversation with Sir John; to his great astonishment Lord William said, that Sir John was not to be reconciled, and that all hopes of my getting any thing were now at an end. This conversation was made to me about the 9th or 10th of August, and on the 12th I addressed a Letter (6.) entreating a decision on my application for leave; this Letter having been forwarded through Sir John, I on the same day received from his Secretary a Letter (7.) in which Sir John declares, that opposition on his part could not have prevented my getting a command; and further, that if the Governor in Council was pleased to nominate me to any appointment or command, he, Sir John, would *offer no opposition to it*. I do not pretend to reconcile this declaration with Lord William's, which explicitly states, that the opposition of Sir John alone prevented an accommodation; the whole of the Proceedings against me have been withheld, I am consequently unable to say to which I owe the opposition; but it is evident there has been a misunderstanding between them.

Vide Appendix, (N° 6.)

Vide (N° 7.)

My Letter of the 12th having been given to Sir John Cradock, on the 18th I received a communication (8.) from his Secretary, in which I perceived, with surprize and concern, that the Government had, on the 4th of August, expressed their strong and decided disapprobation of my conduct, in consequence of Minutes recorded by Lord William, and Sir John Cradock; that Lord William should have taken such a step after the part he acted in the negotiation between the 17th and 27th July, seven days before his Minute was given in, really astonished me, for I cannot conceive where he could have discovered disrespect, after the unequivocal declaration in my Letter of the 27th of July, which his Lordship approved fully, or at least said he did; and, under the feelings naturally arising from the concern I felt, I wrote a Letter (9.) offering further explanation, praying for an answer to my application, and entreating that I might be furnished with copies of the Papers that had been recorded against me; in reply to which, on the 6th of September, I received Extracts (10.) from the Minutes of Council of the 26th of August, which contain besides other matters, my permission to go to England.

Vide (N° 8.)

Vide (N° 9.)

Vide (N° 10.)

After delivering in my Letter of the 12th to Sir John, that gentleman gave me the most positive assurance that I should be furnished with a copy of his Minute; I perceived, however, that there appeared a great reluctance to comply with this promise; and I had little hope of success when I received the Extract from the Minutes, of date the 26th of August, above ten days subsequent to the promise. Sir John has, however, qualified the deviation from his promise, by the extraordinary expedient of allowing a friend of his to read over the Paper *once* in my hearing, without permitting me to make notes or extracts. I am therefore totally ignorant of the proceedings against me, further than is communicated in the Extracts from the Minutes of Council, and is supplied by my recollection of the substance of Sir John's Paper. Under these circumstances, I shall advert merely to what I have understood to be the points on which the conduct of Lord William and Sir John towards me, rests for justification.

As far as my recollection of Sir John's Minute goes, I conceive it to be a general charge against my character as an Officer, and inferring, or intending to infer, that I did not merit the attention of Government. Sir John has mentioned my having warmly remonstrated against the measure of removing from my command a corps which I had served with for fifteen years, and commanded for eleven; he has also stated, that I had the option of joining my regiment at Mangalore, but that it did not suit my views to do so. It is derogatory to my feelings to impute to any one holding the situation from which Sir John has lately been removed, a wilful prevarication or perversion of facts; but, as the statement in Sir John's Minute is absolutely erroneous, it is my business merely to disprove it, be his motives what they may. My Remonstrance against the removal of my corps, was addressed to his Secretary; Sir John, himself, acknowledged it; reproved me slightly for the warmth in which it was dictated, and ultimately offered to permit me to join my corps at Mangalore, as appears by his Letter (11). So far the statement is correct. But Sir John has omitted to notice my reply (12); wherein I remind him, that my corps is in a station commanded by my junior Officer (Lieutenant Colonel Macleod), who held a Government nomination; it would not be practicable for me to join, unless I was appointed to command independently of Lieutenant Colonel Macleod. Thus it appears that the offers made me are altogether nugatory, no notice having been taken of my mention

Vide (N° 11.)

Vide (N° 12.)

No. 7.

Memorial addressed to the Court of Directors by Lieutenant Colonel A. Cuppage, dated in October 1807.

of the separate command; and, consequently, I had not the option of joining my corps at Mangalore, as ſtated in the Minute.

In regard to the Hydrabad command, Sir John ſtates that I applied for it; which I certainly did, considering my claim to be infinitely ſtronger and more reasonable than that of Lieutenant Colonel Montresor, who, during the short period he had been in India, could have had but little intercourse with Native troops;—but this circumſtance had not been considered by me as a personal injury to myself, nor had I alluded to it in my Letters. It is also ſtated, that the command of Vellore was offered to me: I admit the offer, and the refusal. I ſtated, and subsequent events have too fully proved it, that I could not be responsible for the due performance of the truſt oſtensibly reposed in me, under the system of divided authority, which had lately been adopted, to the extent, as it seemed to me, of rendering the Commandant an absolute nullity in the garrison which he was nominally stated to command.

I regret much that I have not a perfect recollection of what Sir John has ſtated regarding my conduct during the apprehension of a diſturbance at Nundydroog, as I have the impression that he has endeavoured to caſt a shade of blame over the whole of it, even at the expence of his former opinion on this subject; therefore, I can only at present say, that my conduct, in the firſt inſtance, met with the approbation and support of the Commander in Chief; and that Lieutenant Colonel Davis, who acted in perfect union with me while at Nundydroog, and adopted similar measures afterwards at Bangalore, has been applauded for his conduct. Whether Sir John has yet changed his opinion regarding Lieutenant Colonel Davis, I know not; but I ſhall rely for full juſtification, on a fair examination of the documents which were at the time prepared, relative to that affair.

I have been informed that the Council have been led to believe that I was about to proceed to Europe at the time Lieutenant Colonel Hare was appointed to Nundydroog, and that a communication had been made to me on the subject, by desire of Lord William. From the colour which has been given to this circumſtance, it is necessary to explain it; for, like one of Sir John's ſtatements, it is in part the case; and an inference is drawn, from the part that it has been thought proper to bring forward, suppressing a part which would controvert the desired conclusion. The fact is, that from the little prospect of attaining any situation correspondent to my rank, I had made enquiry regarding the cheapeſt mode of going to Europe (not being resolved to adopt any). The communication of Lord William reached me on the 10th of June, and Lieutenant Colonel Hare was appointed on the 12th, several days before any determination of mine could have been known at the Presidency. From this it appears, that no sort of regard was had for my feelings or views on the occasion, although Sir John has declared his belief that Lord William "did not mean "by me either injury or disrespect."

I have thus endeavoured to exhibit a clear and unsophiſticated view of the circumſtances which have led to my present humiliating situation. From these I truſt it will appear to your honourable Court, that the whole of my conduct has been not only juſtifiable, but fully conſiſtent with the character of a dutiful and respectful servant, whose long and faithful services had entitled him to some consideration beyond what has been shewn by the late Governor and late Commander in Chief, whose representations will not, I truſt, without inveſtigation, be admitted as decisive of the merits of the case.

I have the honour to be, with the greateſt respect,
Honourable Sirs,
Your dutiful and obedient Servant,

Fort St. George, 1st October 1807.

(Signed) *A. Cuppage*,
Lieut. Col. Commandant 5th Reg. N. I.

APPENDIX.

Appendix (No. 1.)

(No. 1.)

To the Right honourable Lord William Bentinck, Governor in Council, &c. &c. &c.
Fort St. George.

My Lord, Nundydroog, 1st September 1806.

UNDERSTANDING that a Commandant is to be placed to the Travancore Subsidiary Force, I truſt I shall be excused in soliciting, and submitting my claim to your Lordship for that diſtinction.

My

Appendix (N° 1.)

My period of actual service in the country is upwards of thirty years, during the whole course of which I have not been six months, by leave, sickness, or in any shape, otherwise than at my post for duty, ready for whatever might be required of me; and I will venture to assert, that there is not an Officer of my standing who has partaken more of the dangers and fatigue of the service. It was my good fortune to be early employed in serving with a grenadier corps at the arduous siege of Pondicherry, in 1778. To have been, from the covering the retreat of Sir Hector Munro's Army from Conjeveram, throughout the whole of the after eventful period of Sir Eyre Coote's command, continuing to share in all the achievements of that great and memorable General; first, as Adjutant to one of the most distinguishable corps of his Army, and, from circumstances, the principal direction of it; and afterwards succeeding to the command of it at the siege of Cuddalore, in which I continued until placed by Colonel Fullarton, nearly at the close of the war, on the general Staff of his Army, and to which I for some little time acted for the Adjutant General.—From a casual wound, my Lord, in the service, I take to myself no merit; but I was fortunate enough to be General Floyd's senior Quarter Master of Brigade at Sattimungalum, who, on succeeding to the Southern Division, was pleased to select me as his confidential Staff; and I am proud to state, that on my promotion to a Field Officer, after having continued his Secretary better than three years, I was recommended by him, in the handsomest terms of praise, both of myself and my corps, to Lord Hobart, who soon afterwards placed me in the command of Sankerrydroog, then a frontier station; and in which I continued until my corps was called upon to act against the Southern Poligars, when I obtained Lieutenant General Stuart, the Commander in Chief's approbation, "for my zeal in relinquishing a "Government command, to join my battalion for that service." On its termination I marched for the Bullam Expedition, at the conclusion of which Sir Arthur Wellesley was pleased to place me with my corps in command; and although I afterwards hoped to have joined him with my battalion, on the rumour of hostilities with the Mahrattas, yet I was disappointed in this, by his telling me that the arrangement was then impracticable. I offer, my Lord, these few particulars of my military progress, as, I trust, meriting consideration.

I have the honour to be, &c. &c.
(Signed) *A. Cuppage*,
Colonel.

(No. 2.) (N° 2.)

Nundydroog, 1st September 1806.

Dear Sir,

I was duly honoured with your favour of the 28th ultimo, and I beg to inform your Excellency, that my Letter relative to the Travancore command was submitted to the Governor, by Mr. Obin; that it was not remembered by his Lordship, is now only for me to regret; and although I am not very sanguine that my claims, as expressed in the enclosed, will be in time, yet I think it but justice to myself, to give it a chance, if your Excellency will have the goodness to lay it before his Lordship in Council.

I do not know that the change would benefit me very materially in a pecuniary point of view; but possibly your Excellency will recollect my principal motive for such a change, and so far I shall feel sensibly the loss of opportunity of being relieved from my present situation, in which I think your Excellency will allow, there is nothing very respectable, although I would prefer it to any common change for the short time I hope to remain in the country.

I have the honour to be, &c. &c.
(Signed) *A. Cuppage*,
Colonel.

(No. 3.) (N° 3.)

To the Right honourable Lord William Bentinck, Governor in Council, &c. &c. &c.
Fort St. George.

Fort St. George, 17th July 1807.

My Lord,

From the humiliating situation in which I have been latterly placed, with only one single company of Natives to command, after an unremitting service of one and thirty

Appendix (N° 3.)

thirty years, with the occurrences in my favour, during this long period of service, which I had the honour to state to your Lordship in a summary way, through his Excellency the Commander in Chief, under date the 1st September 1806, claiming, and which I trust merited your Lordship's consideration, but without effect; and being now turned out of even that command, as forming the garrison of Nundydroog, in I believe, what may be said an unprecedented manner, to make way for a junior Officer of His Majesty's service; and feeling, as I cannot otherwise than sensibly do, this proceeding towards me, and the neglect I have experienced without the prospect of any desirable change, I beg, under such circumstances, to solicit the permission of Government to return to England by the first favourable opportunity.

I have the honour to be, &c. &c.

(Signed) *A. Cuppage,*
Lieut. Col. Commandant.

(N° 4.)

(No. 4.)

My dear Colonel, July 17th 1807.

I was sorry I was at Council when you called and left your Letter; I desired them to be answered in a half official manner, that you might be perfectly acquainted with my situation upon the subject complained of.

Before I deliver your Letter, I should be glad to have a short conversation, to explain my belief that Lord William Bentinck neither meant by you injury or disrespect.

Yours, very sincerely,

Colonel Cuppage,
&c. &c. &c.

(Signed) *J. F. Cradock.*

(N° 5.)

(No. 5.)

To his Excellency Lieutenant General Sir J. F. Cradock, K. B. Commander in Chief, &c. &c. &c,

Sir, Madras, 27th July 1807.

From the conversation Lieutenant Colonel John Cuppage has stated to have held with your Excellency this morning, I beg to repeat the sentiments he expressed on my part on the occasion; that it was my wish to assure your Excellency, that I never intended any the smallest disrespect to you or to Lord William in the Address I lately forwarded to Government; and to evince this further, I am now ready to withdraw that Letter: that my sole intention was of stating respectfully to Government, through your Excellency, certain circumstances which occurred in the mode of my removal from Nundydroog, and events previous to it, wherein my services were in my opinion not sufficiently attended to, in order to obtain the necessary redress; and that nothing was further from my intentions, than disrespect to you or to his Lordship. That on this candid confession being made, I hoped your Excellency would be satisfied, and be pleased to countenance such intentions as the Right honourable the Governor in Council might evince in nominating me to that appointment which my rank and long services entitle me to expect. And while I regret that the expression of my feelings has been misunderstood, I appeal with confidence to the interpretation which your Excellency, upon re-consideration of the subject, will give it.

I have the honour to be, &c.

(Signed) *A. Cuppage,*
Lieutenant Colonel.

(N° 6.)

(No. 6.)

To the Right honourable Lord William Bentinck, Governor in Council, &c. &c. &c. Fort St. George.

My Lord, Madras, 21st August 1807.

I was extremely flattered by the disposition your Lordship was pleased to manifest towards placing me in a situation of respectability; but if his Excellency the Commander in Chief's opposition to this still prevails without further hope of its removal, I have to entreat your Lordship's decision on my Letter of the 17th ultimo, for my return to England; as some preparation will be necessary previous to the arrival of the Indiamen.

I have the honour to be, &c.

(Signed) *A. Cuppage,*
Lieut. Col. Comt 5th Regiment N. I.

(No. 7.) Appendix (N° 7.)

Sir, Fort St. George, 12th August 1807.

I HAVE had the honour to receive your Letter, and am directed by the Commander in Chief to inform you, that the recent orders of the honourable Court of Directors to this Government, must render any opposition on his part, (if such had ever been offered) to your being placed in a situation of respectability, of no avail. His Excellency therefore commands me to communicate to you, that in the event of the Right honourable the Governor in Council being pleased to nominate you to any appointment or command, he will offer no opposition.

His Excellency desires me to add, that he will take the earliest opportunity of laying your enclosed Address before the Right honourable the Governor in Council.

I have the honour to be, &c.

Lieut. Col. Cuppage, &c. &c. &c.

(Signed) *Thos Reynell,* Military Secretary.

(No. 8.) (N° 8.)

Extract from the Proceedings of the Right honourable the Governor in Council, in the Military Department, dated the 4th August 1807.

" THE Board entirely concur in the sentiments expressed in the foregoing Minutes, relative to the conduct of Lieutenant Colonel Cuppage, of the 5th regiment of Native Infantry, and the Commander in Chief is accordingly requested to signify to that Officer their strong and decided disapprobation.

" Resolved, that the facts connected with the supercession of Lieutenant Colonel Cuppage, in the command at Nundydroog, be particularly stated, for the information of the honourable Court of Directors; and that the sentiments of the Board, with respect to the mode in which he has represented his imaginary grievances, be also submitted to the honourable Court.

" With respect to the application of Lieutenant Colonel Cuppage, for leave to proceed to Europe, the Board will be disposed to take it into consideration, when it shall have been submitted to them in more respectful terms."

(A true Extract.)
(Signed) *G. Strachy,*
Secy to Government.

(A true Extract.)
(Signed) *Thos Reynell.*

(No. 9.) (N° 9.)

To the Right honourable Lord William Bentinck, Governor in Council, &c. &c. &c. Fort St. George.

My Lord, Madras, 20th August 1807.

ON the 18th instant I was, by order of his Excellency the Commander in Chief, furnished with Extracts from the Proceedings of your Lordship in Council on the 4th of August; and I thereby learn, with much concern, that the application which I had the honour to make, for permission to proceed to England, had incurred the strong and decided disapprobation of Government.

Under these circumstances, I beg permission to lay before Government, Copy of a Letter dated the 27th ultimo, seven days previous to the date of the Proceedings communicated to me. This Letter, addressed to his Excellency the Commander in Chief, was intended to express, that in my original application no disrespect whatever was meant to Government, or to the Commander in Chief; and, in proof of this sentiment, I therein express a willingness to withdraw it. I appeal to your Lordship, that this Letter (being intended to remove every offence, as none was meant) was submitted to your Lordship, and having received all that was necessary, a slight alteration with the pencil, I indulged the hope that no room was left to impute to me any act that could call for the disapprobation of that Government under which I have served with credit above thirty-one years. Contrary to my expectation, I learned, through your Lordship, that certain obstacles opposed the admission of my explanation, contained in the Letter of the 27th July: under the solicitude produced by this intelli-

Appendix (N° 9.)

gence, I was sensibly gratified by the assurances of consideration which your Lordship was pleased to express for me on that occasion; and, with this impression, on the 12th inſtant I renewed my application for leave to proceed to Europe. And I now entreat that your Lordship in Council will be pleased to receive that Letter, and conſider it, as it was truly intended, to convey ſentiments of the utmoſt reſpect. After this explanation, I truſt that my application for furlough may be complied with, if it is reſolved that I ſhall not be employed in India in a ſituation ſuitable to my rank.

I now, my Lord, beg leave to appeal to the candour and juſtice of your Lordship in Council: by the Extract of Proceedings, which I have had the honour to receive through the order of his Excellency the Commander in Chief, I diſcover that "the "ſtrong and decided diſapprobation of Government" has been attached to my conduct. Being anxious to explain, if I cannot remove, the impreſſion which theſe proceedings are calculated to produce on the minds of my honourable Maſters, the Directors of the Eaſt India Company, I truſt I ſhall not in vain ſolicit to be favoured with copies of the Minutes on which the Reſolution of Government has been formed; copies of the "facts connected with my ſupercession in the command of Nundydroog;" and a communication of the "ſentiments of Government with reſpect to the mode "in which I have repreſented my grievances." This requeſt, I am hopeful, will appear reaſonable to Government; as it cannot be their wiſh that, after thirty-one years faithful ſervices to my country, I ſhould be condemned unheard.

I have the honour to be, &c. &c.

(Signed) *A. Cuppage*,
Colonel.

(N° 10.)

(No. 10.)

Extract from the Minutes of the Right honourable the Governor in Council, in the Military Department, dated the 26th August 1807.

It is always with concern that the Board record a cenſure on the conduct of any Officer, eſpecially to the diſadvantage of one apparently entitled to conſideration from his rank and length of ſervice; and they are at all times happy to avail themſelves of any circumſtance which may juſtify the adoption of more favourable ſentiments. The circumſtances, however, under which it became their duty to express their ſtrong and decided diſapprobation of the conduct of Lieutenant Colonel Alexander Cuppage, of the 5th regiment of Native Infantry, render it improper, in their judgment, notwithſtanding the reſpectful declarations ſince ſubmitted by that Officer, to annul the cenſure which they have paſſed.

Conſidering the publicity which has been given to the imaginary grievances of Lieut. Col. Cuppage, it is deemed highly proper that they ſhould appear before the honourable Court of Directors on the terms in which he has repreſented them, accompanied by the refutations which they have received, and by the unanimous diſapprobation of the Board.

As therefore all the papers on which the Board have grounded their diſapprobation of the conduct of Lieut. Col. Cuppage, will be fully ſubmitted to the honourable Court, it is judged unneceſſary that copies of them ſhould be furniſhed to Lieut. Col. Cuppage, contrary to eſtabliſhed uſage; and the Commander in Chief is requeſted to be guided by this opinion, in reſpect to the documents which his Excellency has rendered on the occaſion.

The Board have only further to obſerve, that in repreſenting to the honourable Court of Directors the improper conduct of Lieutenant Colonel Cuppage, they will not fail to notice at the ſame time the explanation of that Officer, now recorded. The Board are concerned that they cannot adopt a reſolution more decidedly in his favour; but, under the circumſtances which have occurred, it is deemed utterly inconſiſtent with every principle of good government, to gratify his expectations of command in any manner, and thereby to countenance a ſpirit of diſcontent throughout the Army.

Reſolved, therefore, That Lieutenant Colonel Cuppage be permitted to proceed to Europe, in compliance with his request.

(A true Extract.)
(Signed) *Thos Reynell*,
Military Secy.

(A true Extract.)
(Signed) *G. Strachey*,
Secy to Govt.

Appendix (N° 11.)

(No. 11.)

To Lieutenant Colonel Cuppage, &c. &c. &c.

Sir, Madras, 26th April 1806.

I HAVE the honour to reply to your Letter of the 20th April, addressed to my Military Secretary, and lose no time in expressing, that all the impressions entertained by you, upon the removal of the first battalion 5th Regiment, have no foundation; and the ideas you admit into your mind, I trust will vanish upon a plain statement of the fact.

In the execution of a general arrangement, it was necessary to send the first battalion of the 5th Regiment to Mangalore, and I separated you from the command of your regiment as a mark of respect, to retain you in the command of Nundydroog, a Government station; and the whole was meant as an obligation and favour done to you by my own special act.

As I suppose that no Officer will maintain that a regiment is always to remain in the same place, for the advantage of the Commanding Officer, though the good of the service may require its removal, I conceive the first part of your representation is done away; and upon the second, your separation from your corps, I hasten to give you the option of remaining at Nundydroog, or proceeding with your regiment to Mangalore; and in that event, I shall recommend a successor for the command at Nundydroog.

I should hope that this statement will make you sensible of the injustice of your supposition upon the present point; and though your Letter was a public one, I have thought fit not to impart the contents to the person so unfairly alluded to.

Permit me to signify my disapprobation of the tenour, and many of the terms in your Letter; for observations of the nature you so publicly express, carry with them full as much reflection upon Head Quarters as against the individual they accuse.

I have the honour to be, &c. &c.

Lieut. Col. Cuppage, &c. &c. &c. (Signed) *J. F. Cradock*, Lieut. General.

(No. 12.) (N° 12.)

To Lieutenant General Sir J. F. Cradock, Commander in Chief, &c. &c.

Sir, Nundydroog, 1st May 1806.

I HAVE but just received the Letter your Excellency did me the honour to write to me on the 26th ultimo, and lose not a moment in expressing to you my most serious concern, at having said any thing, the smallest, to give your Excellency reason to suppose I meant to reflect on Head Quarters; I pledge myself to your Excellency, as perhaps the very last Officer in your Army who would presume to do so intentionally. I should be scarce less sorry to be thought by your Excellency to harbour the most distant wish of retaining the corps here from any pecuniary motives, to the prejudice of the service; and no less should I be, to be thought to question any alteration which your Excellency might deem requisite for the public good. The sole intention of my Letter to Captain Hall, was to explain what I conceived but fair in my own behalf; and in this, if I have taken an improper liberty, I entreat forgiveness.

I am fully sensible of your Excellency's condescension in permitting me to follow my corps to Mangalore; but if this was an object, which it is not, without it was to command in Canara, I could not proceed thither as junior Officer, commanding both in Malabar and Canara.

I have the honour to be, &c. &c.

(Signed) *A. Cuppage*, Colonel.

(True Copies.)
(Signed) *A. Cuppage*,
Lieut. Colonel.

VI.

PAPERS

RELATING TO

East India Affairs.

Provisional Appointments to Seats in the Governments; 1800—1806—1807:

And Military Concerns.

Ordered, by The House of Commons, *to be printed,*
21 *June* 1811.

LIST of PAPERS

Presented to the Honourable the House of Commons, pursuant to their Orders of the 13th & 18th June 1811.

No. 1. & 2.—Copy of a PARAGRAPH of an intended Letter of the COURT of DIRECTORS of the East India Company, to the Government of *Bengal*;—as notified to the said Government by Mr. Ramsay, Secretary to the said Company, under date the of September 1800; —which Paragraph stated the Appointment of Lieutenant General GERARD LAKE to be Commander in Chief and Second in Council in Bengal:——And,

Copy of the PROCEEDINGS of the *Bengal* Government, on receiving the said Notification from Mr. Ramsay - - - - - p. 1.

No 3. & 4.—Copy of a PARAGRAPH of an intended Letter of the Court of Directors of the East India Company, to the Government of *Fort St. George*;—as notified to the said Government by Mr. Ramsay, under date the 1st of April 1806;—stating the Appointment of THOMAS OAKS, Esq. to be a Member of the Council of Fort St. George, in the room of JAMES STRANGE, Esq.——And,

Copy of the PROCEEDINGS of the Government of Fort St. George, on receiving the said Notification - - - - - - p. 2.

No. 5.—Copy of a LETTER from Mr. Ramsay to the Secretary of the Government of *Fort St. George*, dated 8 August 1806;—communicating, a RESOLUTION of the Court of Directors, appointing JAMES HENRY CASAMAIJOR, Esq. a Provisional Member of the Council of *Fort St. George* - - - - - - - - - - - p. 3.

No. 6.—Copy of a MINUTE of WILLIAM PETRIE, Esq. Member of the Government of *Fort St. George*, dated 11 September 1807;—and, a Copy of the PROCEEDINGS of the said Government;—by which, (in consequence of a LETTER from Mr. Ramsay, dated 8 August 1806,) Mr. CASAMAIJOR was called upon to take his Seat, as a Member of the said Council - - - - - - - - - ibid.

No. 7.—Copies of all MINUTES and LETTERS of the Government of *Fort St. George*, or any Member thereof, in consequence of, or relating to, a LETTER from Lieutenant Colonel the Honourable ARTHUR ST. LEGER to the Government of *Madras*, dated 17 August 1807;—and, to a MEMORIAL, dated 28 August 1807, from the said Lieutenant Colonel St. Leger, to the GOVERNOR GENERAL - ibid.

No. 8.—Copies

No. 8.—Copies of all LETTERS and PROCEEDINGS of the *Fort St. George* Government, relative to a MEMORIAL from Lieutenant Colonel CUPPAGE to the COURT of DIRECTORS; dated in October 1807 p. 19.

Copies of Two LETTERS from Lieut. Colonel ALEX^R CUPPAGE, to the Right honourable the Governor in Council at *Fort St. George*, dated the 17th July and 12th August 1807;—and of all Minutes of the Government of *Fort St. George*, or any Member thereof, relating to the said Letters, not already ordered to be laid before the House - - - - - - - - - p. 20.

No. 9.—Copy of MINUTE recorded by Lieutenant General HEWITT, Commander in Chief in India; on the *Madras* Consultations of the 9th of October 1810 - - - - - - - - - p. 26.

India Board Office, Whitehall,
18th June 1811.

VI.

PAPERS

RELATING TO

EAST INDIA AFFAIRS.

(Provisional Appointments to Seats in the Governments; 1800; 1806; 1807:—And Military Concerns.)

No. 1. & 2.

Copy of a PARAGRAPH of an intended LETTER of the COURT of DIRECTORS of The East India Company to the Government of *Bengal*; as notified to the said Government by Mr. RAMSAY, Secretary to the said Company, under date the of September 1800;—which Paragraph stated the Appointment of Lieutenant General GERARD LAKE to be Commander in Chief, and Second in Council in *Bengal*: And,—

Copy of the PROCEEDINGS of the *Bengal* Government, on receiving the said Notification from Mr. Ramsay.

Extract BENGAL PUBLIC CONSULTATIONS, 12 February 1801. No. 1. & 2.

THE following Paragraph to be inserted in the next General Letter from the Honourable the Court of Directors to Bengal, and received from the honourable Court in their dispatches dated the 1st of September last, by the Sir E. Hughes, is now recorded.

" WE have appointed Lieutenant General Gerard Lake, Commander in Chief " of the Company's Forces in India, and one of the Members of Council at your " Presidency, on the death, resignation, removal, or coming away, of Lieutenant " General Sir Alured Clarke, with the Allowances annexed to those Stations, to " commence from the time of his succeeding thereto."

Extract BENGAL PUBLIC CONSULTATIONS, the 14th March 1801.

Lieutenant General Sir Alured Clarke, K. B. having resigned, the Office of Commander in Chief of the Forces of the English East India Company in India, and Lieutenant General Gerard Lake having been appointed by the Honourable the Court of Directors to succeed to that office, and also to be a member of the Supreme Council, upon the death, resignation, or coming away of Lieutenant General Sir Alured Clarke; and Lieutenant General Lake having arrived at Fort William on the 13th instant, a Meeting of the Council was summoned for this day, and Lieutenant General Lake was requested to attend at the Meeting. The Oath of Allegiance, and the oath of a Member of the Supreme Council of Fort William being administered to Lieutenant General Lake, he takes his Seat as a Member of the Supreme Council of Fort William.

Lieutenant General Lake having been also appointed by His Majesty to the Command of His forces serving in the East Indies, his Excellency the Most noble the Governor General in Council hereby notifies the same.

Ordered, That a salute of seventeen guns from the ramparts of Fort William, and three vollies of small arms by the troops in garrison, be fired on the occasion.

No. 3. & 4.

Ordered, That the Appointment of Lieutenant General Lake to the chief command of the Forces of His Majesty and of the English East India Company be communicated to the Army in General Orders; and that Lieutenant General Lake's Commission from the Honourable the Court of Directors be read, with the usual ceremonies, to the troops in garrison, and at the different Stations of the Army.

Ordered, That all Returns of His Majesty's Forces serving in the East Indies be made to Lieutenant General Lake, conformably to the Orders of his Excellency the Most noble the Governor General in Council of the 26th ultimo.

Ordered, That all Returns of the Honourable the East India Company's Forces be made in the usual manner to Lieutenant General Lake, as Commander in Chief.

Ordered, That a Copy of the foregoing Resolutions be sent to the Military Departments.

No. 3. & 4.

No. 3. & 4. Copy of a PARAGRAPH of an intended LETTER of the COURT of DIRECTORS of the East India Company, to the Government of *Fort St. George*;—as notified to the said Government by Mr. RAMSAY, under date the 1st of April 1806;—stating the Appointment of THOMAS OAKES, Esq. to be a Member of the Council of *Fort St. George*, in the room of JAMES STRANGE, Esquire;—And,

Copy of the PROCEEDINGS of the Government of *Fort St. George*, on receiving the said Notification.

Public Department.

Copy Paragraph which will be inserted in the next General Letter to *Fort St. George*.

WE have resolved not to confirm the Appointment of James Strange, Esq. to a Seat in the Council at your Presidency; and have appointed Thomas Oakes, Esq. to fill the vacancy in the Council occasioned by Mr. Strange's removal.

Mr. Oakes's covenants are sent No. 7, in the Packet, by the ship Lady Burges.

East India House, (A true Copy.)
London, 1st April 1806. (Signed) *W. Ramsay*, Secretary.

(A true Copy.) (Signed) *D. Hill*,
Head Assistant to Chief Secretary.

General Commercial and Law Department.

Tuesday 12th August 1806.—At a Consultation; present, The Right Honourable Lord W^m C^h Bentinck, Gov^r Pres^t. Lieut^t Gen^l Sir J. Cradock, K. B. William Petrie, Esq.

MINUTES of last Consultation read and approved.

Tho^s Oakes, esq. takes his seat, &c. Agreeably to the invitation communicated to him yesterday, Tho^s Oakes, Esq. takes his Seat as Fourth Member of the Council of Fort St. George, according to the Appointment of the Honourable the Court of Directors, communicated in a paper received by the late overland Mail, intitled, Copy of a Paragraph which will be inserted, &c.

The Oaths of Allegiance, of Office, of Secrecy, and of Revenue, are administered to Mr. Oakes by the President.

(A true Copy.) (Signed) *D. Hill*,
Head Assistant to Chief Secretary.

No. 5.

No. 5. 6. 7.

Copy of a LETTER from Mr. RAMSAY to the Secretary of the Government of *Fort St. George*, dated 8th August 1806;—communicating a Resolution of the COURT of DIRECTORS, appointing JAMES HENRY CASAMAIJOR, Esq. a Provisional Member of the Council of *Fort St. George*.

SIR,

I AM directed to acquaint you, for the information and guidance of the Right honourable the Governor in Council at Fort St. George, that the Court of Directors came to the following Resolution on the 30th ultimo; viz.

"That James Henry Casamaijor, Esq. be appointed a Provisional Member of Council at Fort St. George; and that he do succeed thereto upon the first vacancy."

East India House,
London, 8th August 1806.

I am, Sir, &c.
(Signed) *W. Ramsay*, Sec^y.

G. Buchan, Esq. Chief Secretary to the Right honourable the Governor in Council, at Fort St. George.

No. 6.

No. 6.

Copy of a MINUTE of WILLIAM PETRIE, Esq. a Member of the Government of *Fort St. George*, dated 11 September 1807;—and, a Copy of the PROCEEDINGS of the said Government;—by which, (in consequence of a LETTER of Mr. Ramsay, dated 8 August 1806,) Mr. CASAMAIJOR was called upon to take his Seat as a Member of the said Council.

Extract of FORT ST. GEORGE PUBLIC CONSULTATIONS, the 11th September 1807.

MR. PETRIE proposes that in conformity to the Appointment of the Honourable Court of Directors, conveyed in a Letter from the Secretary at the India House, dated the 8th August 1806, J. H. Casamaijor, Esq. be requested to attend for the purpose of taking his Seat as Provisional Member of Council. This being accordingly resolved, Mr. Casamaijor attends, and the usual Oaths are administered to him.

Resolved, that the above arrangements be communicated to the Supreme Government, and to the other Governments of India.

Mr. Petrie proposes that Mr. Oakes be appointed President of the Board of Revenue; and that Mr. Casamaijor be appointed President of the Board of Trade.

[Approved and Ordered.]

No. 7.

No. 7.

Copies of all MINUTES and LETTERS of the Government of *Fort St. George*, or any Member thereof, in consequence of, or relating to, a LETTER from Lieutenant Colonel the Honourable ARTHUR ST. LEGER to the Government of *Madras*, dated 17 August 1807;—and, to a MEMORIAL, dated 28 August 1807, from the said Lieutenant Colonel St. Leger, to the GOVERNOR GENERAL.

Extract FORT ST. GEORGE MILITARY CONSULTATIONS, the 1st September 1807.

To George Buchan, Esq. &c. &c. &c.

SIR,

THE Commander in Chief has directed me to forward to you the enclosed Memorial from the Honourable Lieutenant Colonel Sentleger of the 6th Native

No. 7.

Cavalry, which is now addressed as directed to the Right Honourable the President in Council.

I have the honour to be, &c.
(Signed) *Thomas Reynell*,
Military Secretary.

To His Excellency Sir John Cradock, K. B. Commander in Chief, &c. &c.

Sir,

I HAVE the honour to transmit a Memorial for the Right honourable the President in Council.

I humbly request your Excellency's support to it, as I conceive it entirely a Military point, and of consequence to the Service at large, when a junior Officer holds controlling power over his senior.

I have the honour to be, &c.
(Signed) *A. Sentleger*,
Lieut. Col. commanding 6th reg.

Madras,
17th Aug. 1807.

MINUTE of the Right honourable the President,

Lieutenant Colonel Sentleger has remonstrated against the continuance of Lieutenant Colonel Gillespie in the special appointment of Inspecting Officer of Cavalry.

He states "that his (Lieutenant Colonel Gillespie) continuing to hold the appointment of Inspector of Cavalry, whilst I am placed in a situation of inferior command or respectability must degrade the feelings of an officer, and tend to lower me in the opinion of the Army."

President's Minute, Aug. 11, 1806, and Commander in Chief's Minute, dated Aug. 15, 1806.

It is necessary that I should refer the Council to the circumstances which led to the original nomination of Lieutenant Colonel Gillespie.

It will appear from the Minutes noted in the margin, that the appointment was created for Lieutenant Colonel Gillespie in the double purpose of rewarding the extraordinary service performed by that officer at Vellore, and of improving the Cavalry in India. The efficiency of this branch of the service in England has during latter years made great progress, and the opportunity seemed to be offered, in the person of Lieutenant Colonel Gillespie, an officer of great experience and reputation, recently arrived from England, where he had served in Major General Lord Paget's brigade of Light Cavalry, of communicating the same advantages to the Cavalry in India.

It must also be observed that the office of Commandant of Cavalry, whose duties were similar to those of Inspector, had been abolished by the Court of Directors. The revival of it could only be warranted by the very peculiar circumstances attaching to the time, and to the individual. The continuance of the office after the departure of Lieutenant Colonel Gillespie has always appeared to me to be inconsistent with the orders of the Court.

Lieutenant Colonel Sentleger was not in India at the time of Lieutenant Colonel Gillespie's Appointment. Lieut. Colonel Gillespie, by virtue of the King's Warrant since cancelled, had at the time of his appointment a rank superior to Lieutenant Colonel Sentleger. Lieutenant Colonel Gillespie having been re-established in his natural rank stands the next name in the list under Lieutenant Colonel Sentleger's.

The question to be considered is, whether by the continuance of Lieutenant Colonel Gillespie in his present appointment, military usage is so far departed from as to give just cause of complaint to Lieutenant Colonel Sentleger.

I will, for the sake of more clear illustration, suppose a strong case: I will suppose that Lieutenant Colonel Sentleger had been in India at the creation of this appointment, and had been at that time superior in rank to Lieutenant Colonel Gillespie; would this circumstance of seniority, I will ask, have been an insuperable bar to the appointment of the latter? Major General Pater of the Cavalry is an example in point; he did feel himself injured by the preference given to Lieutenant Colonel Gillespie; he appealed to Council; his appeal was rejected, because his appointment was not only incompatible with the orders of the Court, but would have frustrated all the objects in view. Lieutenant Colonel Sentleger's claim is liable to exactly the same objections as that of Major General Pater, without having the support of equal superiority of rank.

Lieutenant Colonel Sentleger founds his assertion of the incompetency of Lieutenant

No. 7.

Lieutenant Colonel Gillespie upon the supposition, that the Cavalry in India form one corps like a regiment, and that the appointment of Lieutenant Colonel Gillespie affects him in the same manner as the appointment of a Captain to the command of a battalion would affect a Major of the same corps actually present with it. This reasoning appears altogether inapplicable; each regiment, European and Native, is perfectly distinct. Lieutenant Colonel Sentleger has the *right* to command his own corps alone. He cannot be superseded in this command; but to all other situations in the service he can only *pretend* in common with all those of his own rank. It will depend upon the Government to elect the officer whom they consider the most fit for the particular duty and service to be performed. Lieutenant Colonel Sentleger would have cause to complain, if either he or his regiment were made subject to the superintendence of a junior officer. It was the impression, that the arrival of a superior Cavalry Officer would interfere with the entire superintendence of Lieutenant Colonel Gillespie, that led me to adopt the opinion, that the appointment must cease; but upon consideration of the point the necessity was by no means apparent to my own judgment; the custom of the military and civil service is directly opposite; upon the arrival of a senior civil servant no junior servant is ever removed to make way for him; nor upon the expected arrival of Lieutenant Colonel Macalister, senior to Lieutenant Colonel Sentleger, if the latter officer should happen to command a brigade of Cavalry, of which the regiment of the former made no part, should I consider it indispensable to remove Lieutenant Colonel Sentleger to make place for Lieutenant Colonel Macalister. The Governor in Council might do so if he thought proper; but where satisfaction has been given, it has always been customary when no material inconvenience was occasioned to continue the officer in his command.

In England an Inspecting Officer is a General Officer, superior in rank to all officers commanding corps; here, if the same choice of General Officers existed, which is not the case, and that an Inspector were necessary, the superior rank would be preferable, as the present embarrassment could never exist; but the embarrassment does not arise in any injury done to the individual, but in the limitation placed to the superintendence of Inspecting Officer.

In short I am of opinion that the removal of Lieutenant Colonel Gillespie from his command is not required by the military usage, and is forbidden by a regard for the service, which, as far as I am informed, has received much improvement under the inspection of Lieutenant Colonel Gillespie. The Commander in Chief will no doubt give such orders as may be proper to prevent the superintendence of Lieutenant Colonel Gillespie from giving unnecessary offence to the feelings of Lieutenant Colonel Sentleger.

Fort St. George, (Signed) W. BENTINCK.
31 August 1807.

MINUTE of the Commander in Chief.

I take the liberty to express my entire concurrence with the general sentiments of the Right honourable the President, upon the appointment of Lieutenant Colonel Gillespie as Inspecting Officer of Cavalry. I view the nomination as a favour done to an individual to whom the state was bound to show a mark of public gratitude for a matchless act of service, which appointment at the same time did advantage to the state, by the superior qualifications of the same person, in the object proposed.

The whole is an exception from the common rules, and therefore subject to no particular course. The fitness, or the contrary, of the appointment, its duration or dissolution, remains yet to be declared by the Honourable Court of Directors, and in my humble opinion it would be extremely improper to disturb the situation in any shape, till their pleasure, both as to the private and public point of its view, is ascertained. This decision will probably arrive by the next ship; and I could only consider it a weakness to give way to the indecorous impetuosity of the present claimant, who would only have his hour to reign, as a senior officer is daily expected.

Madras, (Signed) *J. F. Cradock*,
1st Sep. 1807. Lieutenant General.

No. 7.

The Board, on full consideration of the circumstances stated in the above Minutes, feel no hesitation in recording their opinion, that there is no just ground for the removal of Lieutenant Colonel Gillespie from his appointment of Inspecting Officer of Cavalry; and there being on the contrary the strongest reason against that measure, it is accordingly resolved that it be not adopted.

Extract FORT ST. GEORGE MILITARY CONSULTATIONS,
8th September 1807.

THE following MINUTE of the Commander in Chief is ordered to be recorded;

MINUTE of the Commander in Chief.

I have the honour to lay before Government an address from the honourable Lieutenant Colonel Sentleger of the 6th Native Cavalry, to the Right honourable Lord Minto, Governor General. I have endeavoured, but without effect, to prevail upon Lieutenant Colonel Sentleger to desist from the recurrence of his representation till the judgment of the Right honourable the President and the Council can be more fairly exercised upon the presentation of some necessary papers which they have called for.

Lieutenant Colonel Sentleger is come to that excess, that it seems necessary, in every point of view, to call for the strong interposition of the authority of Government to protect their own act from the urgent statements of this officer, which are as totally void of ingenuous and foundations, as they are calculated to a lasting animosity between His Majesty's and the Honourable Company's Service.

Madras, 28th Aug. 1807. (Signed) *J. Cradock*, Lieutenant General.

To his Excellency Lieutenant General Sir JOHN CRADOCK, K. B.
Commander in Chief, &c. &c. &c.

Sir,

The Right honourable the Governor having informed me that it was his determination to continue Lieutenant Colonel Gillespie in his present appointment, notwithstanding the Letter I previously addressed to your Excellency, I am induced to appeal to the Right honourable the Governor General in Council, and to request your forwarding the accompanying Letter through the regular channel.

Madras, 28th August 1807. I have the honour, &c. (Signed) *A. Sentleger*, Lieut. Col. Commanding 6th Reg. Cavalry.

The President records the following Papers:

"IT is with extreme concern I find myself under the painful necessity of submitting the enclosed Papers to your Lordship in Council; the great time taken up by a reference to the Honourable Court of Directors, while I am smarting under the most severe and degrading situation an officer can be placed in, that of seeing a junior officer holding controlling and inspecting powers over the branch of the Army I am particularly attached to, will in part apologize to your Lordship in Council for my Address".	I SHALL beg leave to refer to my Minutes of the 11th August 1806, and 31st August 1807, and to the Minute of the Commander in Chief, of the 15th August 1806, and 1st September 1807, for a full explanation of the circumstances of which Lieut. Colonel Sentleger complains.
"I should have submitted the papers alluded to before your Lordship while at Madras, had not the Right honourable Lord William Bentinck, as long as your Lordship remained here, given	I must disavow the assurances stated in this paragraph. I have in my Minute of the 1st September 1807 explained the impression which I have adopted, and which led me, in the first interview I had

me assurances that Lieutenant Colonel Gillespie should be removed from the situation he holds as Inspecting and Controlling Officer over the Cavalry."

"I must observe to your Lordship, that Lieut. Col. Gillespie does not stand appointed to any of His Majesty's regiments now serving in India: he is therefore either exercising an irregular authority, or the Government of Fort Saint George is competent to select for employment and command any officer of His Majesty's Army whom chance or invitation may have placed within the limits of their Government. I therefore hope your Lordship in Council will take this case under your consideration, and grant me such redress as may seem just to my situation and feelings as an officer."

"Being expressly informed by the Chairman of the Honourable Court of Directors, when making a representation nearly connected with the present subject, that the Memorial from any officer, stating his own or his brother officer's grievances, would always be attended to in preference to a general statement from a number of officers, I take the liberty of making the following grievances known to your Lordship in Council, from whose legal power of control, in every case whatever, I trust that I shall receive that redress which may render further representations unnecessary."

No. 7.

I had with Lieut. Col. Sentleger after his arrival in India, to assent to the opinion expressed by that officer respecting his relative situation with the Inspector of Cavalry. I however took the earliest opportunity of communicating the opinion which a deliberate consideration of the case had led me to form. In consequence of that communication, Lieut. Col. Sentleger transmitted his appeal to the Governor in Council of Fort Saint George: a circumstance connected with that representation ought not here to be omitted. The circumstance, though of trifling import, shows the disposition entertained by this officer towards authority. This appeal was addressed to the Commander in Chief. Sir John Cradock states in his Minute, presenting this appeal to Council, that he had informed Lieut. Col. Sentleger of the recent Orders of the Honourable the Court of Directors, by a compliance with which his application should have been officially addressed to the President of the Council.

Lieut. Col. Sentleger did not think proper to attend to the advice of the Commander in Chief. The Memorial was returned to him for the purpose of being properly addressed.

It is hardly necessary to make any remark upon the disrespectful inference here drawn by a subordinate officer, from a single act of the Government done in the just exercise of its discretion, and under submission to the Honourable Court of Directors for their approval, in a case of extraordinary public service, in favour of which it would not be too much to expect that high military and patriotic feelings would willingly wave even its superior rights. This opinion is suggested to me by a grateful recollection of the late Sir Ralph Abercrombie, whose rank happening to interfere with Lord Moira on the Continent, Sir Ralph expressed his perfect willingness to act under him, if his doing so could preserve to the Army the benefit of his Lordship's services.

I am confident that Lieutenant Colonel Sentleger has entirely mistaken the intentions of the Chairman. The meaning of that respectable authority must have been this, that when it might become necessary to represent to the Court of Directors in England the grievances experienced by officers of their service in India, to which redress, solicited through the regular and ordinary channels, had been denied, that the

No. 7.

"The object of my humble petition is to point out the degradation to which I, among the other Field Officers of the Honourable Company's service, am exposed by a system which has been adopted, of excluding them from situations of active trust, respectability, and emolument, while such situations are almost all occupied by the officers of His Majesty's service. Although I do not wish to be understood as questioning the merits of His Majesty's officers, yet it cannot be expected that I am to concede to them the possession of superior qualifications, or exclusive claims; and certainly many do not possess the local advantages which arise from long residence in India."

"I presume not to remark upon the allotment of commands of the General Officers on the Staff; the proportion and number of them has been settled by the highest authority."

"It is the situation of Field Officers for military command that has produced the most serious injury to the Officers of the Company's Army, by the disregard to the relative numbers, rank, and claims, of the Field Officers of His Majesty's and the Honourable Company's service."

"On the promulgation of the local brevet to the Lieutenant Colonels of His Majesty's service, Lieutenant Colonel Montresor, major of the 22d

the Court would prefer the representation of such grievances by an individual than by the army at large. For example, the representation by Lieutenant Colonel Sentleger, of the injury done to many of the Lieutenant Colonels by His Majesty's warrant is a case in point; being in London, this remonstrance went direct to the India House. He was there acting properly for himself, and for the officers equally affected with himself.

But in this country the mode of redress is well understood. Every officer is, in the first instance, to resort to his Government for redress; if it is refused, his course should be to the Court of Directors. The Court certainly did not mean to authorize any individual officer, civil or military, to create himself the public champion of the grievances of individuals, without the solicitation of those individuals, and before the legal and ordinary method of redress, if such grievances did exist, had been taken by those individuals. I annex a letter from Lieutenant Colonel Sentleger, disavowing any such solicitation.

In the most solemn manner I must, for Council, disclaim the most distant thought of acting upon a system not more unjust than impolitic.

These remarks will be afterwards observed upon.

I must refer to the Commander in Chief's explanation, given in Statement No. 1, and to my own Minute of the 27th August, for the particulars of this appointment.

Light Dragoons, a young officer, having attained the rank of Colonel in India, was appointed to command the Hydrabad subsidiary force (his corps having never served with that force) and accordingly superseded Lieutenant-Colonel Lang, an officer of acknowledged merit and extensive experience, who had commanded a corps in that force during the Marhatta war, and had succeeded to the command, on the death of Colonel Haliburton, of the whole of that body of troops, in which he had been honoured with public approbation."

"Shortly afterwards Colonel Harcourt of His Majesty's Service was appointed to command at Wallajahbad, where a large force was assembled; from whence he was transferred to the command of Vellore; and in both these situations he received allowances far exceeding any granted to the Honourable Company's Field Officers in the same situation."

No. 7.

appointment. It will appear that Lieutenant-Colonel Lang succeeded to the command as senior Officer: he never was appointed by the Government. Lieutenant-Colonel Montresor was at the time senior to all the Company's Colonels who could have been employed under the restrictive orders of the Governor General in Council. Regarding Colonel Wallace, if any officers were aggrieved, they were the King's Colonels, senior to Colonel Montresor, of whom there were several. The latter officer was only chosen after long deliberation in Council, because he was judged the most fit for the command.

The objection to Colonel Harcourt's appointment is indeed most extraordinary, and will, I am confident, appear particularly surprising to the Supreme Government, who happen to know all the circumstances respecting that officer.

The whole of Colonel Harcourt's Military life has been dedicated to the active and honourable duties of his profession. He served upon the Continent, has been twice in the West Indies, and ten years in the East Indies; during the latter period he has been employed in high and confidential situations by the Supreme Government, first in the conquest, and secondly in the settlement, of Cuttack; and received from that Government the most distinguished marks of public approbation. In addition to these testimonies of merit, he had, independent of His Majesty's Warrant, superior rank to every Colonel upon the Establishment, either in His Majesty's or the Company's Service. Under these circumstances, Colonel Harcourt received the appointment to Wallajabad, the justice of which is now disputed. It is next complained that he was removed to Vellore. The unhapy Mutiny on which, upon the first intelligence, he immediately marched with his force to quell: What kept him in that delicate situation? The death of the former Commanding Officer, and the opinion of Government of his superior qualifications, which has not been disappointed.

It is then complained, that he received allowances far exceeding any granted to the Honourable Company's officers in the same situations; I must refer to the documents in the margin for the reasons why the particular allowances were granted. It will be seen that the same situations did not elsewhere exist, and that the allowances given to Colonel Harcourt ceased with the occasions of their being granted.

No. 7.

"At a moment of difficulty Lieutenant Colonel Lang was selected for the command of Wallajahbad, but he was again superseded by his junior officer Lieut. Colonel Lockart of His Majesty's Service, Colonel by local Brevet."

"Brevet Colonel Davis was appointed to command a large force cantoned at Bungalore."

"While Colonel Alexander Cuppage of the Company's Service, his senior in the Army, commanded Nundydroog with only one Company of Sepoys, and has since been deprived of that command to make room for Brevet Colonel Hare, his junior officer in the Service, whose residence in India had been about one month, although Colonel Cuppage has served thirty years with credit to himself."

"Colonel Alexander Campbell of the 74th regiment, an officer labouring under the same legal inabilities with Lieut' Col' Gillespie, aggravated by His Majesty's disapprobation of an attempted exchange into a Corps on the India Establishment, has been kept in the command of the Southern Division and Trichinopoly, to the injury of the Company's officers, by the removal of Major General Gowdie and Major General Pater, employed contrary to the express letter of the regulations of 1796, which directs that temporary vacancies in the General Officers of His Majesty's Staff shall be supplied by officers of the same rank in the Company's. During this command Colonel Campbell has received much larger allowances than has been granted to any Company's officers of the same rank in similar situations."

The circumstance was inevitable, as will be seen by reference to Sir John Cradock's remarks, in statement No. 1, and my Minute of the 27th August 1807.

In explanation, I must refer to the same documents.

The fairness and correctness of this representation, will be explained by my Minute, dated 1st August 1807.

Upon the departure of the 74th regiment from India, Colonel Campbell was permitted by the Commander in Chief in India to exchange with Lieut. Colonel Darling of the 69th regiment, just arrived, whose ill health obliged him immediately to return to England. This arrangement, to which the authority of the Commander in Chief was fully competent, and with which the Governments in India have no control or influence whatever, left Colonel Campbell upon this Establishment. Through the medium of the Gazette it has been known that His Majesty disapproved the exchange, from which moment Colonel Campbell virtually belonged to another regiment, and to a different establishment. But by a reference to a correspondence between the late Commander in Chief in India and Sir John Cradock, it will be found to have been established by Lord Lake, that the Orders of the Commander in Chief in India should be considered as the sole official communication in India of the promotion made by His Majesty. The King's pleasure respecting Colonel Campbell never appeared in the Commander in Chief's orders, and was never communicated by Lord Lake to Sir John Cradock. A Letter in duplicate from the Horse-Guards, after Lord Lake's departure, conveyed the first official intelligence of this event to Sir John Cradock, upon the receipt of which Colonel Campbell was removed from the Staff. The term "legal inability" is therefore incorrect. The appointment of Colonel Campbell to fill the vacancy of a King's Major General, on the Staff, in consequence of the departure of Sir Arthur Wellesley,

was

"If all these instances, and various others which occurred during the operation of the local Brevet, now cancelled by His Majesty's Order, could be accounted for on the principle of giving distinguished commands to the officers of the highest rank indiscriminately, the justice of such a principle could be contested; but when the junior officer of that Brevet was selected for the most important of these distinguished commands, while several Colonels of the Company's service were either unemployed, or placed in subordinate situations, it is difficult to recognize in such an arrangement any necessary adherence to this claim of superiority given, as effected by the local Brevet; but it is impossible to recognize such a principle at this time, when, although the Brevet is annulled, the grievance remains. Among other instances, Lieutenant Colonel Capper, senior Officer to Lieutenant Colonel Montresor, stood appointed to a corps at Hyderabad, when the Brevet was annulled, but has been removed by an antedated appointment."

"Several Field Officers of the Company's service having superior rank to the whole of the Lieutenant Colonels of His Majesty's service who hold those high commands of nearly the whole disposable Forces of the Honourable Company, if this system be adhered to, and the Army take the field, not one brigade of the whole forces would be commanded by any Company's Field Officers, unless the Travancore Subsidiary Force, consisting of two battalions, should be so considered."

"The following List exhibits a distribution of the chief disposable forces of the Army:

His Majesty's Officers;

Lieut. Col. Gillespie	Arcot.
Lieut. Col. Hare, 22d Dragoons	Nundydroog.
Lieut. Col. Davis	Forces at Bangalore.
Lieut. Col. Lockart	Wallajahbad.
Lieut. Col. Montresor	Hydrabad.
Lieut. Col. Forbes	Malabar Coast.

The Honourable Company's Officer;

Lieut. Col. Chalmers	Travancore.

"According to the above statement, it will appear by the Returns that 249.

was in conformity to the Orders of the Supreme Government, under date the 23d May 1805. No. 7.

The only part of these sentences requiring remark is the latter, which has reference to an injury done to Lieutenant Colonel Capper, in his removal from one of the battalions of the Hyderabad Force by an *antedated* appointment. The history of the antedate was this: Two commands were vacant, Sankerrydroog and Tinnevelly. The choice was given to Lieutenant Colonel O'Reilly, who had been in some respect superseded by the appointment of Lieutenant Colonel Doveton to the command in Berar. He chose Sankerrydroog, and was appointed to it. Circumstances which I do not recollect delayed the appointment of Lieutenant Colonel Capper to Tinnevelly. But while I was writing the Minute recommending Lieutenant Colonel Capper to this command, it struck me, that by my neglect he had been deprived of a part of his allowances; and, as an act of justice, without communication with any person whatever, I proposed to Government, that this appointment should bear the same date as Lieutenant Colonel O'Reilly's. I declare, upon my honour, the act had no other motive.

I now come to the last and most curious part of this Memorial. It is the distribution of what is termed the chief disposable force of the Army. The principle by which the word disposable has been here applied I confess is perfectly unintelligible to me; why all the King's Officers holding commands are selected, and only one Company's Officer mentioned, I cannot comprehend. When mention was made in the distribution of the Troops in Mysore, why were the Forces commanded by Lieutenant Colonel Macleod at Cittledroog, and by Lieutenant Colonel Orrock, at Bednore, omitted? Why, again, was it not mentioned, that all the Troops, both in Mysore, Malabar, and Canara, were under the orders of a Company's Officer? When the Forces at Hyderabad were mentioned, why, according to the principle laid down, was the command in Berar, under Lieutenant Colonel Doveton, passed over in silence? Why is the whole Force in Malabar and Canara to be called disposable, and not one disposable man to be found in the northern Circars? In the center Division every man commanded by a King's Officer is made disposable, while the same terms is refused to those commanded by Company's Officers.

By

No. 7.

there are about 17,000 of the Honourable Company's troops under His Majesty's Field Officers, when there are only about 900 of His Majesty's under the Honourable Company's Field Officers, viz. Four companies at Vellore, and Seven casually under a Company's Officer at Gooty."

"I beg also to call to your Lordship's notice, that although His Majesty's corps have a double proportion of Field Officers, compared with the Honourable Company's, the number of Field Officers of each, present on this Establishment, stands as follows; His Majesty's 30th. The Honourable Company's 92d. Hence it must appear, that with three times the number to be selected from, while only one of them commands any thing that can be classed even as a small disposable force, either a general incapacity must be attributed to the Honourable Company's Field Officers, or that their humiliating degradation is not founded on an impartial and just consideration of their services and claims."

By a strange arrangement the Force in Travancore is made disposable, and the Southern Division, and the Ceded Districts are not permitted to furnish a disposable soldier. I believe I need not proceed further to show the strange confusion of the writer's ideas, and the extraordinary absurdity of his statement.

It will have struck the Council as extraordinary, that the Memorial to the Supreme Government should have been given me before any answer had been made to the Letter addressed to the Governor in Council. I deemed it proper to afford Lieutenant Colonel Sentleger an opportunity of explaining this apparent precipitation. The explanation will be found in Letters A, B, C. I submit a fourth Letter, marked 6, addressed by me to that Officer, which I trust the Board will approve.

(A.)

Fort St. George, August 30th 1807.

SIR John Cradock presented yesterday to Council a Memorial from Lieutenant Colonel Sentleger to the Governor General in Council, upon the subject addressed to the Governor in Council, in a Memorial dated the 17th August.

Lord William Bentinck, unwilling to place a wrong construct on upon Lieutenant Colonel Sentleger's conduct, takes the liberty of asking, Why Lieutenant Colonel Sentleger has not waited for a decision upon his appeal to this Government before he had recourse to the superior tribunal?

(A true Copy)
(Signed) *H. Monckton,*
Military Secretary.

To the hon. Lieut. Col. Sentleger.

(B.)

My Lord, Madras, August 31st.

I HAD the honour to receive your Lordship's communication, desiring to know the reason, Why I had not waited for a resolution upon my appeal to your Lordship's Government before I had recourse to a superior tribunal?

Your Lordship's personal declaration at the time when your Lordship sent for me, to desire that I would alter the address of my Memorial to the Government of Fort St. George, appeared to me to be a conclusive answer to its contents. After a lapse of eleven days I had no reason to expect any other. The substance of this reason is stated in my Letter to his Excellency the Commander in Chief, which accompanied my Memorial to the Supreme Government.

The personal declaration to which I advert, was, as nearly as I can recollect, in the following words; Sir, Lieutenant Colonel Gillespie shall not be removed, as I think him the fittest person for the station. Your conversations have been repeated to me; and you shall never hold any place as long as I am Governor.

I have the honour to be, &c. &c.
(Signed) *A. Sentleger,*
Lieut. Col. Commanding 6 Reg. N. C.

To the Right honourable
Lord W. Bentinck.

(A true Copy)
(Signed) *H. Monckton,*
Military Secretary.

Fort St. George, August 31st 1807. No. 7.

Sir,

AS in the conclusion of your note of this date you have stated the particular words in which my conversation with you some time ago concluded; the purport of what I said to you was not very different, but the words do not appear to me to be correctly remembered, I believe. I concluded by saying, that upon your arrival in India you had found a degree of disaffection, which you stated to be very considerable. I observed to you, that true military feeling should rather have induced you to endeavour to allay that dissaffection, than to foment and encourage it with your own groundless complaints. I stated to you further, that it appeared to me, that the dissatisfaction was unreasonable, and manifested a great degree of injurious insubordination and unmilitary feeling, which I was determined, as long as I remained at the head of the Government, most decidedly to discountenance.

I remain, &c. &c.
(Signed) W. BENTINCK.

To the honourable
Lieut. Colonel Sentleger.

(C.)

Madras, September 1st 1807.

LIEUTENANT Colonel Sentleger presents his compliments to Major Monckton; it being his intention to leave Madras to join his corps at Trichinoply on Saturday, will do himself the honour of waiting on Lord William Bentinck, to know if he has any commands for that place, at any time his Lordship may wish to see Lieutenant Colonel Sentleger.

(A true Copy)
(Signed) *H. Monckton,*
Military Secretary.

(D.)

Fort St. George.

LORD William Bentinck has received Lieutenant Colonel Sentleger's message delivered by Major Monckton. Lord William Bentinck will not give Lieutenant Colonel Sentleger the trouble of calling upon him before his departure. Lieutenant Colonel Sentleger's Memorial addressed to the Supreme Government will be transmitted to Bengal in the course of a few days. Pending the determination of the Supreme Government, Lord William Bentinck feels it to be his duty to express his anxious hope, that Lieutenant Colonel Sentleger will cease to agitate questions, the discussion of which cannot fail to occasion much public mischief. Lord William Bentinck requests that Lieutenant Colonel Sentleger will consider himself as receiving this opinion and direction officially from the President of the Council of Fort St. George.

(A true Copy)
(Signed) *Henry Monckton.*
Military Secretary.

Sir, Fort St George, September 2d 1807.

IN your Memorial to the Right honourable the Governor General in Council, which professes to state your own and your brother officers grievances, you have particularized those experienced by Lieutenant Colonel Lang, Colonel Alexander Cuppage, Major Generals Gowdie and Pater, and Lieutenant Colonel Capper. I am directed by the Right honourable the Governor to inquire if you have been specially authorized by the aforementioned officers to represent those grievances.

I have the honour to be, &c.
(Signed) *A. Obins,*
Private Secretary.

To the honourable
Lieut. Colonel Sentleger.

(A true Copy)
(Signed) *H. Monckton*
Military Secretary.

No. 7.

Sir, Madras, September 3rd.

IN answer to your Letter of this date, I have to inform you, that I have no special authority from any of the officers mentioned in your Letter of this date; I have stated facts regarding them, which are grievances, not only in my opinion, but in the opinion of every officer I have conversed with in the Company's Service.

Your most obedient servant,
(Signed) *A. Sentleger,*
Lieutenant Colonel.

To A. Obins, Esq.

A true Copy (Signed) *Henry Monckton,*
Military Secy.

My dear Sir, Muttra, 8th June 1805.

I HAVE had the pleasure to receive and submit to hisLordship yours of the 6th ultimo. His Excellency desires me to say that he would with pleasure attend to any suggestion of Sir John Cradock, but the measure he has proposed, of admitting the Gazette as authority for the appointment and promotion of officers, would in his Lordship's judgment cause such endless confusion that he cannot authorize its adoption.

His Lordship begs you will assure Sir John Cradock that nothing but a firm conviction of the authority of the Gazette, would tend to increase rather than diminish the inconvenience experienced by the generality of the officers of the army in India, obliges him to refuse a compliance with his wishes.

I remain, &c. &c. &c.
(Signed) *G. A. T. LAKE.*

To Captain Hall, Military Secy.
&c. &c. &c.

A true Copy (Signed) *Thos Reynell,*
Military Secy.

My dear Sir, Madras, 6th May 1805.

THE practice which prevails in foreign stations at which British Troops are employed, of admitting the Gazette as authority for the appointment or promotion of officers, appears so forcibly to call for adoption in India from its extreme distance, that Sir John Cradock begs you will be pleased to represent to the Right honourable the Commander in Chief his earnest wish that his Excellency may sanction similar proceedings in the Coast Army, which would prevent the occurrence of many unpleasant circumstances, and cause considerable satisfaction to His Majesty's regiments on this establishment.

I am not certain that this matter has been publicly authorized by his Royal Highness the Duke of York; but it is so well understood at home, that the agents of Regiments seldom notify promotions or appointments to the corps on foreign service.

I have the honour, &c. &c. &c.
(Signed) *J. M. Hall,*
Military Secy.

Honourable Lieut.-Col. Lake,
&c. &c. &c.

A true Copy (Signed) *Thos Reynell.*
Military Secy.

MINUTE of the Right honourable the President.

I HAVE, in a separate paper, submitted a full explanation of each particular circumstance, forming the subject of Lieutenant Colonel Sentleger's Memorial to the Supreme Government. It is hardly necessary to offer any additional remarks upon this unusual measure. There has been no instance of a similar representation since 1788, when some gentlemen of the Civil Service chose, in very disrespectful language, to appeal to the Governor General in Council against the conduct of the local government. The Marquis Cornwallis thought it necessary to check, in a very decided manner, the spirit of insubordination. The present memorial, while it is in no degree less disrespectful, is in its tendency infinitely more injurious. The character which Lieutenant Colonel Sentleger has assumed, is irreconcilable

irreconcilable with every sentiment of the military profession, and with every regulation of the government. The motive of his conduct has I fear arisen out of the disappointment of the most unreasonable expectations. High in rank, every feeling of public duty should have induced him to set an example of obedience and orderly submission to superior authority. If he had pretensions, they should have been set forth with consideration for those of his fellow officers. To the government they should have been submitted in the terms of respect. From the first moment of this officer's arrival he would have had every officer turned out to make way for him. In vain he was requested to wait till a vacancy should occur. The urgency of his demands have been most indelicate and unreasonable. I am glad he has appealed to the Supreme Government. This great benefit will be derived, that the highest authority will have the opportunity, either of correcting a disposition of partiality and injustice on the part of this government, most fatal to its interests, or of assisting in stemming a torrent of discontent and insubordination, tending to make a most unfortunate division between the King's and Company's services, and to lessen the authority of Government.

No. 7.

Fort St. George
4th September 1807. (Signed) W. BENTINCK.

The Commander in Chief also records the following Minute.

MINUTE of the Commander in Chief.

THE Right honourable the President has condescended to reply to the extraordinary statement of Lieutenant Colonel Sentleger in so able and perspicuous a manner that I can add but little information upon the subject. It is to be anxiously hoped, that the papers now transmitted to the Supreme Government will refute a charge of so dangerous a calumny which this officer has brought before the Public, regardless of the fatal consequence it would produce, if believed, to the harmony and well-being of this Army. I can well judge of the indignation the Right honourable the President feels, by my own, at the unjust accusations of this officer; for were they true, I am most forward to say, neither his Lordship nor myself, in his superior, or my inferior, Agency, would desire to hold our situations an hour longer, had we pursued a course so foolish, so impolitic, so contrary to our trust. I feel the most animated sense of injured innocence, and had the accusation been for real crimes, I would not more ardently fly to the Bar of Justice and demand a Trial.

The papers I have already submitted to Government, I trust, will convey a plain intelligent representation of all that has passed upon recommendation or appointment to command. To explain further can scarcely add a new light; as they all have arisen from the nature of existing circumstances, or a fitness of case inseparable from the act. I will pronounce this bold expression, and defy its disproof, that during that period I more actively recommended to command (which comprehended the entire operation of the late Brevet of his Majesty) I never suggested to Government one appointment that was not, I may say, the result of a neceſſity that no power in India could control; and I will hope that honour and truth will not be silent, that, whenever it was practicable, redress was afforded upon the first instant of opportunity. The appointment of Lieutenant Colonel Gillespie exclusively belonged to the highest power of Government; and the Right honourable the President has given to them the fullest and most satisfactory explanation. If I may be allowed to add any thing, it will be upon the latter appointment of Colonel Montresor to the command of the Subsidiary Force, which engages Lieutenant Colonel Sentleger's most violent crimination, who employs these words "But when the junior officer of that Brevet was selected for the most important of these distinguished commands while *several Colonels of the Company's service were either unemployed, or placed in subordinate situations, it is difficult to recognize in such an arrangement any necessary adherence to this claim of superiority.*" I will anticipate severe reprehension from the Supreme Government upon this part of Lieutenant Colonel Sentleger's statement, when I bring to view that there was not a single Colonel in the Honourable Company's service *in India*, that, under the restriction to appoint a junior to Colonel Wallace, could be nominated; "for all the others" were on furlough in Europe, except Colonels Close and Agnew, who would not accept the situation. The view of the Army List will prove this assertion. If the junior Colonel was selected, it may have been cause of offence to the superior Colonels in His Majesty's service, but to no other, for

No. 7.

not one was to be found of the Honourable Company's service, upon the establishment.

I am persuaded it is perfectly unnecessary to enter into that detail which the Right honourable the President has already eludicated in a manner so ingenuous, so honourable to his Military feelings and knowledge, and so calculated to expose the fallacy of the most unfounded and distorted statements ever yet laid before the Public; where every point is assumed that gives weight to one scale, and where neither foundation, justice, reason, capability or opportunity is permitted to form a balance in the other.

It was my anxious wish to mark extreme attention to Lieutenant Colonel Sentleger, upon his arrival in this country. His character and rank in the service, added to a long intimacy and connection between our families, united public and private sentiment in my earliest advance towards him. I perceived his warmth at our first interview, and laboured to effect moderation. I explained to him the little power I had; but gave him the assurance that I was persuaded the Right honourable the President would do him equal justice at the earliest practicable moment; and I entreated him to let a few weeks elapse after the revocation of his Majesty's Brevet, to permit the just and friendly intention of the Right honourable the President to take effect. I could make no impression: This gentleman was elated with the success of his * application, and, I imagine, believed the measure was the sole effect of his exertion, rather than of the justice of the cause †, and seemed determined to pursue his course at the expense of every feeling of delicacy and common deliberation. It seemed to be that nothing but a proclamation could answer the rapidity of his view, an instrument that must have proved offensive to His Majesty, led to the revival of a thousand discussions, and opened all the wounds which are scarcely closed between the officers of His Majesty, and the Honourable Company's Service; where each party complains of injurious dispensation of rank, that have equally aggrieved the military feelings, and produced the late just and wise ordination, and which in the course of a few weeks would have had its full and happy effects, had it not been protracted by the arrival of this stranger, for so I must style him, as he seems totally ignorant of the real state of transactions for the last three years. I will venture to declare, on the part of the Right honourable the President, that had Lieutenant Colonel Sentleger remained a fortnight longer without this explosion (the force of the Brevet has now ceased about seven weeks) arrangements would have been directed, under the advantage of their being in common course, that might have satisfied even this officer, and produced irrefragable proof of the justice of this appeal in question.

* The revocation of the Brevet.

† The urgency of the representation of this Government and mine.

Why Lieutenant Colonel Sentleger could not exhibit submission to the will of Government for so short a term, and master his feelings for a little while, I am at a loss to discover; for in my opinion, these lofty notions and enthusiastic ardour for command, were silent when he applied for the Agency of Remount Horses, a situation the President thought beneath his rank and dignity.

I will not attribute bad intentions to Lieutenant Colonel Sentleger; his general character and respectability avert the impression; but I am compelled to say, that the man most dangerous in the Army cannot evince that disposition more fatally than by the adoption of any measure that creates disunion between His Majesty's and the Honourable Company's service.

Madras, 5th Sept. 1807.

(Signed) *J. F. Cradock*, Lieutenant General.

The President lays before the Board the following Letter from the honourable Lieutenant Colonel Sentleger.

To the Right honourable Lord WILLIAM BENTINCK,
President in Council, &c. &c. &c.

My Lord,

HAVING had the honour to converse with the Commander in Chief this morning, I have learned with much concern, that an erroneous interpretation had been given to some parts of the letter which I have had the honour to submit for the consideration and decision of the Right honourable the Governor General in Council. I have reason to apprehend, that I am considered as having used means calculated to disseminate discontent and insubordination. This conclusion being equally erroneous in itself as it is injurious to my character, I am desirous to

No. 7.

to remove it, and I beg to offer my explanation of those expressions from which alone I conceive that the impression can have arisen.

A note which I received from your Lordship's private Secretary has asked me whether I had special authority to represent the grievances of those officers who are mentioned in my address as having suffered by the system against the operation of which I have appealed. The Commander in Chief has suggested, that I have obtruded myself as the champion of those who are discontented, and that at all events I should have awaited the decision of your Lordship in Council on my first address before I appealed to the Supreme Government. To these points chiefly I shall confine my explanations.

In the first place, I declare that I was impelled to the step I took by the apprehension that no answer would be given to my first address; and the declaration of Lord William Bentinck, that Lieutenant Colonel Gillespie should be continued in the exercise of his present appointment, and that I should not obtain any situation so long as his Lordship retained the Government of Madras, confirmed me in the opinion. I further declare upon my honour, that I have not in any way used means to promote insubordination, or to disseminate discontent; I have on the contrary endeavoured to establish the belief that a respectful representation will have the full effect of removing the causes which now produce a great degree of discontent among the officers of the Honourable Company's Army on the Coast. My representation prays for relief against the present system, which injures not only me individually. In order to elucidate the subject it was necessary that I should mention the instances in which its operation has been felt, but I have not professed to be the champion of those whose injuries I mention, although I can have no doubt that they will fully concur in the sentiments I have expressed, for I have not met with any officer in the Company's service whose opinion on this subject does not fully accord with what I have stated, in my humble appeal to the Right honourable the Governor General. On this occasion I think it my duty to state my belief, that this subject is a common topic throughout the Army, and that at this moment Lieutenant Colonel Gillespie is considered to be acting in an illegal capacity, his regiment not being under the orders of your Lordship's Government, nor he vested with any Brevet from His Majesty empowering him to act on the Staff.

I trust that this candid explanation of the principles by which I have been actuated will effectually obviate any construction on my former letters injurious to my character as a dutiful and respectful servant of the Government; and I entreat that it may be forwarded for the information of the Right honourable the Governor General in Council.

I have the honour to be,

5th Sept. 1807. &c. &c.

(Signed) *A. Sentleger.*
Lieut. Col. commanding 6 Reg. N. C.

Resolved, That the following Letter be dispatched to the Governor General in Council.

To the Right honourable Lord Minto, Governor General in Council.

My Lord, Fort William.

WE have the honour to submit to your Lordship in Council a Memorial which has been addressed to the Supreme Government by the Honourable Lieutenant Colonel Sentleger, an officer belonging to the Native Cavalry of this establishment.

2. We at the same time beg leave to lay before your Lordship in Council the accompanying Copies of Minutes which have been recorded by Lord William Bentinck, and by the Commander in Chief, in explanation of the grounds of complaint exhibited in the Memorial now submitted to your Lordship.

3. It will be observed in the papers which accompany this dispatch that a Memorial was addressed to this Government by the Honourable Lieutenant Colonel Sentleger at a very early period after his late return to India, stating his pretensions to the appointment of Inspector of Cavalry on this establishment, in preference to those of Lieutenant Colonel Gillespie, who was selected for that station from the opinion which was entertained of his qualifications for the performance of its duties, and as a recompense for signal service rendered by that officer to his country at the momentous crisis of the mutiny at Vellore. Without intending

No. 7.

any disparagement to the Honourable Lieutenant Colonel Sentleger, it did not appear to us that his claims were sufficient to invalidate the circumstances under which Lieutenant Colonel Gillespie had, by an achievement of the highest importance, recommended himself to the public attention; and we were not prepared to yield to the improper, not to say indecent, precipitancy of Lieutenant Colonel Sentleger, who had then newly landed on his return from England, by depriving Lieutenant Colonel Gillespie of those honours which had been conferred upon him. In a Minute, which was recorded by Lord William Bentinck, his Lordship appeared, in our judgment, to state such reasons as were sufficiently forcible to forbid the adoption of such a measure.

4. In the Memorial now addressed to your Lordship in Council, the honourable Lieutenant Colonel Sentleger has deemed himself at liberty to take a more extensive range of alleged grievance, and after slightly adverting to the particular object which had formed the ground of his Memorial to this Government, that officer has now placed himself in the character of a defender of the general interests of the Company's Army, without any apparent authority from the officers, whose particular cause he has pretended to support.

5. We trust, that we need not express the readiness which we shall always feel in bestowing just attention to any well-founded cause of complaint that may be brought before us, and our anxious disposition to uphold the interests of any part of the Army committed to our authority. That such has been the principle which has guided the conduct of this Government, will be manifest from the documents now submitted to your Lordship in Council; from those papers; and particularly from the Minute of his Excellency the Commander in Chief, dated the 27th ultimo, it will be apparent, that the distribution of the Military Commands under this Government has been regulated with the strictest impartiality, and that the advantages of command enjoyed by His Majesty's officers, in relation to those of the Company, are no more than those to which they are justly entitled, while the pecuniary benefits enjoyed by the latter, far exceed what it is possible His Majesty's officers, under the constitution of the India army, to hope for.

6. We consider the agitation of such subjects to be attended with great delicacy; and we feel particular regret that they should at this moment have been forced upon our attention, or on that of your Lordship in Council, as there can be no mode more effectually calculated for the revival of the unhappy feuds by which this part of the British dominions was so long distracted and endangered. As however the honourable Lieutenant Colonel Sentleger has judged it proper to appeal to the authority of the Supreme Government, we have thought it necessary that the appeal should not be unaccompanied by such documents as will evince the fallacy of the grounds on which that officer has intruded himself on the public notice, as well as the dangerous tendency of the discussion which he has been eager to promote, with regard to the disrespectful and injurious terms, as affecting this Government, in which the appeal of Lieutenant Colonel Sentleger has been conveyed. We shall offer no comments being satisfied of the disposition of your Lordship in Council to afford to our authority that degree of support which is necessary for the suppression of insult.

7. We shall only add, that though impressed with the strongest sense of the dangerous tendency of the inflammatory and factious proceedings pursued by the honourable Lieutenant Colonel Sentleger, we have for the present adopted no further step than the measure of directing that officer to leave the Presidency, and to join his regiment.

We have the honour to be,
&c. &c. &c.

Fort St. George,
8th September 1807.

(Signed) WM. BENTINCK,
&c. Council.

No. 8.

No. 8.

Copies of all LETTERS and PROCEEDINGS of the *Fort St. George* Government, relative to a MEMORIAL from Lieutenant Colonel CUPPAGE to the COURT of DIRECTORS; dated in October 1807.

Extract FORT ST. GEORGE, MILITARY CONSULTATIONS.
7th October 1807.

Read the following Letter.

George Buchan, Esq. Chief Secretary to Government.

Sir,

I AM directed by the officer commanding the Army, to request that you will have the goodness to lay the accompanying Letter from Lieutenant Colonel A. Cuppage before the Honourable the Governor in Council, in order that the papers therein enclosed may, if it be thought proper, be forwarded to the Honourable the Court of Directors.

I have the honour to be, &c. &c.

Fort St. George, 2d Oct. 1807. (Signed) *W. Macpherson.* Military Secretary.

To Lieutenant General Hay Macdowall, commanding the Army in Chief.

Sir,

MAY I request that you will do me the honour to lay the accompanying address to the Honourable the Governor, covering one to the Honourable the Court of Directors, before Government.

I have the honour to be, &c.

Fort St. George, 1st Oct. 1807. (Signed) *A. Cuppage.* Lieut. Col. Com. 5th Reg. N. I.

To the honourable William Petrie, Esq. Governor in Council, &c. &c. &c.
Fort St. George.

Honourable Sir,

THE predicament in which I am liable to be placed with the Honourable the Court of Directors, in consequence of the Minutes which have been recorded by the late Governor, and late Commander in Chief, has rendered it, I conceive, absolutely necessary that I should explain to my Honourable Masters, as far as my means will admit, on the subject of the Proceedings which have taken place against me; and having written the accompanying Address for that purpose, I have to entreat of your Honourable Board to allow it to make a number with the other papers connected with the subject, to the honourable the Court of Directors.

I have the honour to be, &c.

Fort St. George, 1st. Oct. 1807. (Signed) *A. Cuppage,* Lieut. Col. Com. 5th Reg. N. I.

Ordered, that the Memorial of Lieutenant Colonel Cuppage be transmitted to the Honourable Court of Directors by the present dispatch*.

* See Military Letter from Fort St. George, dated 21 Oct. 1807, in Papers ordered to be printed, 2 April 1811, page 641.

No. 8.

Copies of Two LETTERS from Lieut. Colonel ALEX^r CUPPAGE, to the Right honourable the Governor in Council at *Fort St. George*, dated the 17^th July and 12^th August 1807;—and of all Minutes of the Government of *Fort St. George*, or any Member thereof, relating to the said Letters, not already ordered to be laid before the House.

Extract FORT ST. GEORGE Military Consultations, 4^th August 1807.

THE following Papers having returned from circulation are ordered to be recorded:

MINUTE of the Commander in Chief.

I HAVE the honour to lay before Council, a Representation from Lieut. Colonel Cuppage, of the 5th Regiment Native Infantry, complaining in the strongest terms of supercession in the Command of Nundy Droog, by the appointment of Lieut. Colonel Hare.

I have endeavoured, but in vain, to dissuade Colonel Cuppage from the presentation of the Memorial; assuring him, from a perfect knowledge of the facts, that the Right honourable the President, in the appointment of Colonel Hare, had not the smallest intention to injure Colonel Cuppage's situation or his feelings, or convey the slightest disrespect. In my opinion, Colonel Cuppage "must know" that the appointment of Colonel Hare by his Lordship, arose entirely from the leave given by Government to that Officer to come away from the Command, and his avowed intention to return to Europe by the next Fleet.

Whenever Colonel Cuppage shall choose to state the other grievances he labours under, they will be met by reasons unanswerable in a military point of view; and it will appear, that all he has to complain of, is the want of attention to private convenience, at the supposed expense of the public advantage.

I cannot sufficiently express my disapprobation of the contents of Colonel Cuppage's Address; and, in my opinion, pronounce the whole to fail in any just foundation.

Madras, 18^th July 1807. (Signed) *J. F. Cradock*, Lieut. Gen^l.

To the Right honourable Lord W^m Bentinck, Governor in Council, &c.

My Lord, Fort St. George.

FROM the humiliating situation in which I have been latterly placed, with only one single Company of Natives to command, after an unremitting service of one-and-thirty years, with the occurrences in my favour during this long period of service, which I had the honour to state to your Lordship in a summary way, through his Excellency the Commander in Chief, under date the 1^st Sept. 1806, claiming, and which, I trust, merited your Lordship's consideration, but without effect; and being now turned out of that command, as forming the Garrison of Nundydroog, in, I believe, what may be said, an unprecedented manner, to make way for a junior officer of His Majesty's Service; and feeling, as I cannot otherwise than sensibly do, this proceeding towards me, and the neglect I have experienced, without the prospect of any desirable change, I beg, under such circumstances, to solicit the permission of Government to return to England by the first favourable opportunity.

I have the honour to be, &c.

Madras, 17^th July 1807. (Signed) *A. Cuppage*, Colonel.

Memorandum about Colonel Cuppage's professed Grievances.

About the month of May 1805, orders arrived from the Supreme Government to assemble a corps of observation upon the Toombadra, and, as many Madras Regiments were still in the Dekan, considerable difficulty was experienced in collecting this force from the Battalion at our disposal, within our territory.

At

No. 8.

At that period Lieut. Colonel Cuppage commanded at Nundydroog, where, I believe, he had been for a considerable time, and his own regiment formed the garrison. As the position of Nundydroog, in no military point of view, was of avail, this battalion, of course, appeared perfectly disposable, and was immediately destined to promote the ordered object. It was sent to Mangalore, to liberate a battalion there, more fitted for field service. As Colonel Cuppage held a Government command, it was omitted (though wrong in a military sense) to order him to accompany his battalion, and the indulgence of remaining in a command of some supposed superior emolument was permitted, "at once." Lieutenant Colonel Cuppage broke forth into most intemperate language, and abused every person for having separated him from a corps he had been with for many years, and that it was an injury levelled at him. Immediately the offer was made to him, to relieve him from his command at Nundydroog, and that it was at his option to join his regiment at Mangalore, and of course to enjoy whatever was the advantage of his rank, &c. &c. It did not suit the views of Lieut. Colonel Cuppage to join his regiment, for he declined the acceptance of the offer.

As Nundydroog could never become a military position it was not thought proper to place any considerable force there for the personal consideration of Colonel Cuppage.

Some time afterwards the command of the Hyderabad force became vacant, and Lieutenant Colonel Cuppage esteems himself aggrieved that he was not selected for that situation. This grievance on the part of Colonel Cuppage needs only the observation, that the command of the Hydrabad Force is of no common consideration; that the nomination to it is a pure act of the Governor in Council (sanctioned by the Supreme Authority); and upon the present occasion, it was attended with much deliberation among the Members of the Council, who decided in favour of Colonel Montresor. The Commander in Chief certainly pointed out Colonel Montresor as an officer of considerable and acknowledged talents; but did not "pretend" to take any separate part. The appointment of Colonel Montresor gave much umbrage to several senior Colonels of His Majesty's Service, who, as well as Colonel Montresor, "all" ranked above Colonel Cuppage. The conduct of Colonel Montresor during his command at Hydrabad, a period of considerable difficulty, has upheld the reputation he enjoyed, proved the judgment of his selection, and been publicly approved by the thanks of this and the Supreme Government. Lieutenant Colonel Cuppage remained at Nundydroog, and no opening appeared to improve his situation; as good a one, however, as any other that was not held by an officer of superior rank. However, at a favourable moment, when the late Colonel Fancourt was upon the point of leaving the command of Vellore, to join his regiment upon the departure of Major General Dickens, the Commander in Chief proposed to Colonel Cuppage to recommend him for this important and noted command. Colonel Cuppage positively declined it, upon the avowed declaration that he would not enter upon a command under the supposed supremacy of Lieutenant Colonel Marriot. At a subsequent period, Colonel Cuppage conversed at Nundydroog with the Commander in Chief upon the vacant command at Quilon of the Travancore Subsidiary Force, consisting of two regiments, and professed a wish for it, though attended with so inconsiderable an emolument (90 Pagodas a month) that he conceived he should be a loser, from the greater expences and the charge of removal. The Commander in Chief told Colonel Cuppage that Colonel Chalmers, of the 2d Native Infantry, had applied for it, and that he had given him the encouragement of his good wishes; but that, as it was a government and political command, it would entirely depend upon the Governor in Council; and the Commander in Chief advised him to send in to Government his pretensions, and that he would take no active part. The Government nominated Lieutenant Colonel Chalmers.

Immediately after, the occurrences at Nundydroog commenced, when Colonel Cuppage retired from the actual command of the half of the battalion of the 18th Regiment quartered there, and took post, with the other officers of the Garrison, to defend themselves against an apprehended attack from the Troops. It is needless to enter upon this transaction further than to state that the measure created a strong diversity of opinion as to the propriety, and at this hour does not meet the approval of this Government or the Supreme. The Commander in Chief informed himself of Lieutenant General Macdowal and Colonel

No. 8.

Davis of His Majesty's 22d Dragoons specially ordered to Nundydroog to investigate the transaction; and fortified by their judgment, he defended Colonel Cuppage from the imputations he laboured under; and the Commander in Chief's opinion perhaps turned a scale that rather inclined to his inculpation.

It certainly has been the object not to keep any particular force at Nundy Droog, but rather supply the troops necessary for the preservation of the Fort, by occasional detachments from the assembled force at Bangalore, when Colonel Davis commanded, as placed therewith His Majesty's 22d Dragoons, and a senior officer to Lieutenant Colonel Cuppage, till the operation of the late arrangements made by his Royal Highness the Duke of York, and the Honourable Court of Directors.

This Statement brings Colonel Cuppage's case to the period of the appointment of Colonel Hare, by Lord William Bentinck, to the command of Nundy Droog; which measure, I am persuaded, his Lordship will most easily defend, if fair, open, undisguised proceedings are to have their proper weight.

At the moment that Colonel Hare marched into Nundydroog he was senior officer to Colonel Cuppage; at present, through the arrangement alluded to, he is the junior.

(Signed) *J. F. Cradock*,
Lieut. General.

24th July, 1807.

MINUTE of the Right honourable the President, in explanation of the measure of Government, by which Colonel Cuppage complains that he was "turned out of the command of Nundydroog in an unprecedented manner."

THE circumstances which led to the appointment of Lieutenant Colonel Hare to the command of Nundydroog are as follow:

Lieutenant Colonel Hare being senior to Lieutenant Colonel Davis, the officer in command of the Force assembled at Bangalore, it seemed to be inexpedient that an officer so perfectly unacquainted with the customs of the Natives, and with every thing connected with the military service in India, should at once succeed to so important a command. To prevent Lieutenant Colonel Hare from superseding Lieutenant Colonel Davis, who had given entire satisfaction to the Mysore Government, it occurred to me, that this might be managed without inconvenience, by removing the 22d Dragoons to Nundydroog; to the command of which Lieutenant Colonel Hare might be appointed upon Colonel Cuppage's departure, whose determination to return to Europe by the China fleet, then shortly expected, was a matter of notoriety.

It was necessary, however, previously to ascertain the time of Colonel Cuppage's leaving Nundydroog; and I requested a friend of his to ask this information from himself. It was my intention, if I had found that Colonel Cuppage meant to remain at Nundydroog till the arrival of the China ships, to have requested him, as a convenience to the public service, to resign the Command by which he did not benefit. I state these two last circumstances to show that the intention of violently removing Colonel Cuppage, or in any way hurting his character or feelings, never for one instant entered into my imagination.

It happened that a day or two after, in speaking to the Commander in Chief of this arrangement. I remarked, that the uncertainty of the precise time of Colonel Cuppage's intended departure from Nundydroog was the only circumstance that might prevent the immediate execution of the arrangement. Sir J. Cradock informed me, that the difficulty was removed, as he was in possession at that moment of Colonel Cuppage's application for leave of absence. It did not occur to me that there remained any objection to the appointment of Lieutenant Colonel Hare to Nundydroog, and I recommended him accordingly to Council.

It is right to observe, in stating the whole case, that two errors were committed; one by myself, the other an omission of office; although Colonel Cuppage's application for leave to come to the Presidency was with the avowed intention of going to Europe, yet he had not actually resigned the command, and it is in consequence that he complains of removal. This Letter asked leave for him to absent himself from his station, not to resign his appointment to it. The omission to ascertain this point I regret; but it was obviously an omission of form only, and from the knowledge I had of his leaving India directly, I fancied myself acting in entire conformity with his wishes.

The

The other was, that in the General Order, nominating Lieutenant Colonel Hare, it was not added, "vice Cuppage going to Europe, or resigned." The cause of Colonel Cuppage leaving his command was not, as is usual, stated. No. 8.

I have now stated, in all its details, the case of Colonel Cuppage's removal from Nundydroog. The Council and the Court of Directors will be enabled to appreciate the extent of the injustice done to Colonel Cuppage, and the injury sustained by him. If Colonel Cuppage had had the condescension to have called upon me, or the Commander in Chief, and to have stated the impressions which he had received from the manner of Lieutenant Colonel Hare's appointment, I should have been most ready to have offered every possible explanation, and to have assured him, if necessary, by an official communication of Government, that no injury whatever was intended to him.

The whole of Colonel Cuppage's conduct appears to arise in an unreasonable discontented spirit, and to be deserving of strong and decided disapprobation.

Fort St. George,
August 1st, 1807. (Signed) W^m BENTINCK.

THE Board entirely concur in the sentiment expressed in the foregoing Minute, relative to the conduct of Lieutenaut Colonel Cuppage of the 5th Regiment of Native Infantry; and the Commander in Chief is accordingly requested to signify to that officer their strong and decided disapprobation.

Resolved, That the facts connected with the supercession of Lieutenant Colonel Cuppage in the command of Nundydroog, be particularly stated for the information of the Honourable Court of Directors; and that the sentiments of the Board, with respect to the mode in which he has represented his imaginary grievances, be also submitted to the Honourable Court.

With respect to the application of Lieutenant Colonel Cuppage for leave to proceed to Europe, the Board will be disposed to take it into consideration when it shall have been submitted to them in more respectful terms.

Extract FORT ST. GEORGE, MILITARY CONSULTATIONS, dated 21st August 1807.

The following Letter from Lieutenant Colonel A. Cuppage, having returned from circulation, is ordered to be recorded.

To the Right honourable Lord William Bentinck, &c. &c. &c.
Fort St. George.

My Lord,

I WAS extremely flattered by the disposition your Lordship was pleased to manifest towards placing me in a situation of respectability; but if his Excellency the Commander in Chief's opposition to this still prevails, without further hope of its removal, I have to entreat your Lordship's decision on my letter of the 17th ultimo, for my return to England, as some preparations will be necessary previous to the arrival of the Indiamen.

I have the honour to be, &c. &c.

Madras, (Signed) *A. Cuppage*,
12th August 1807. Lieutenant Colonel.

The President records the following MINUTE.

AFTER the opinion which I have recorded upon Colonel Alexander Cuppage's grievances, it will appear somewhat surprising to the Board that he should ascribe his disappointment to the opposition of the Commander in Chief alone, and should suppose on my part a disposition rather favourable than otherwise to his wishes.

It is necessary for me to explain the circumstances from whence I conceive Colonel A. Cuppage to have taken this impression. For reasons of a private nature, I had a feeling of good will towards Colonel A. Cuppage: I thought him very wrong; I wished to set him right; and I should have been glad to have averted from him a recorded mark of the displeasure of Government, which, whether he remained in India, or returned to England with the intention of revisiting India, could never be of service to him. I took great pains, in two conversations which I had with this officer, to impress these opinions upon his

No. 8.

mind, and to persuade him to recall his letter. He stated his willingness to follow my advice, provided I would promise to recommend him to some high command. I told him of the impossibility of my assenting to any such condition. I confess my persuasion was completely ineffectual. Notwithstanding the failure of my own attempts, I was still willing to see what might be done by those of others. It was in consequence proposed by me to Colonel A. Cuppage, that any two of his friends, in whose judgment he might confide, should wait upon me for the purpose of hearing my sentiments, and of communicating to him an impartial opinion. The two officers selected were Lieutenant Colonel John Cuppage and Dr. Fitzgerald. It is unnecessary to state further what passed than so much as relates to the point in question. It was observed by one of those officers, that Colonel A. Cuppage was perfectly ready to recall his letter provided that he should be appointed to some high command. My answer was, that Colonel A. Cuppage had acted ill, and given offence to the Government, to the Commander in Chief, as well as to myself; that the first thing to be done was to make reparation for the offence; and that, having done so to their satisfaction, he must rely upon the justice of Government; that the compromise proposed was in every respect quite impossible.

Colonel Alexander Cuppage's Letter not being ultimately withdrawn, it became my duty officially to record the opinion I had entertained of its extreme impropriety. I should have been sincerely gratified if this opinion had been made unnecessary. Whatever my private good will to Colonel A. Cuppage may have been, he is not warranted in giving to it the interpretation he has done.

Fort St. George,
12th August 1807.

(Signed) W. BENTINCK.

Extract FORT St. GEORGE MILITARY CONSULTATIONS.
26th August 1807.

Extract MINUTE of Sir J. F. Cradock, Commander in Chief,
Dated 26th August 1807.

3. I beg leave to submit to the Board, a letter which I have received from Lieutenant Colonel Cuppage, of the 5th Native Infantry, with an address enclosed to the Right Honourable the Governor in Council.

To his Excellency, Lieutenant General, Sir J. F. Cradock, K. B.
Commander in Chief, &c. &c. &c.

Sir,

FROM the conversation Lieutenant Colonel John Cuppage has stated to have held with your Excellency this morning, I beg to repeat the sentiments he expressed on my part on the occasion, that it was my wish to assure your Excellency, that I never intended any the smallest disrespect to you, or to Lord William in the address I lately forwarded to Government; and to evince this further, I am now ready to withdraw that letter: That my sole intention was of stating respectfully to Government, through your Excellency, certain circumstances which occurred in the mode of my removal from Nundydroog, and events previous to it, wherein my services were, in my opinion, not sufficiently attended to, in order to obtain the necessary redress; and that nothing was further from my intentions than disrespect to you, or to his Lordship; that on this candid confession being made, I hoped your Excellency would be satisfied, and be pleased to countenance such intentions as the Right Honourable the Governor in Council might evince in nominating me to that department, which my rank and long services entitle me to expect; and while I regret that the expression of my feelings has been misunderstood, I appeal with confidence to the interpretation which your Excellency upon re-consideration of the subject will give it.

I have the honour to be, &c. &c. &c.

Madras,
27th July 1807.

(Signed) *A. Cuppage.*
Lieutenant Colonel.

To

To the Right Honourable Lord William Bentinck, Governor in Council, &c. &c. &c. Fort. St. George. No. 8.

My Lord,

On the 18th instant, I was, by order of his Excellency the Commander in Chief, furnished with extracts from the proceedings of your Lordship in Council, on the 4th of August; and I thereby learn with much concern, that the application which I had the honour to make for permission to proceed to England had incurred the strong and decided disapprobation of Government.

Under these circumstances, I beg permission to lay before Government copy of a letter dated the 27th ultimo, seven days previous to the date of the proceedings communicated to me. This letter, addressed to his Excellency the Commander in Chief, was intended to express that, in my original application, no disrespect whatever was meant to Government, or to the Commander in Chief; and in proof of this sentiment I therein express a willingness to withdraw it. I appeal to your Lordship, that this letter (being intended to remove any offence, as none was meant,) was submitted to your Lordship; and having received all that was necessary, a slight alteration in pencil, I indulged the hope that no room was left to impute to me any act that could call for the disapprobation of that Government under which I have served with credit above thirty-one years. Contrary to my expectation, I learned through your Lordship, that certain obstacles opposed the admission of my explanation contained in the letter of the 27th July; under the solicitude produced by this intelligence, I was sensibly gratified by the assurances of consideration which your Lordship was pleased to express for me on that occasion; and with this impression, on the 12th instant I renewed my application for leave to proceed to Europe; and I now entreat that your Lordship in Council will be pleased to receive that letter, and consider it, as it was truly intended, to convey sentiments of the utmost respect. After this explanation I trust that my application for Furlough may be complied with, if it is resolved that I should not be employed in India in a situation suitable to my rank.

I now, my Lord, beg leave to appeal to the candour and justice of your Lordship in Council. By the extract of the proceedings which I have had the honour to receive through the Order of his Excellency the Commander in Chief, I discover that the strong and decided disapprobation of Government has been attached to my conduct. Being anxious to explain, if I cannot remove the impression which these proceedings are calculated to produce on the minds of my Honourable Masters, the Directors of the East India Company, I trust I shall not in vain solicit to be favoured with copies of the Minutes on which the resolution of Government has been formed. Copies of the "Facts connected with my supercession in the command of Nundydroog," and a communication of the sentiments of Government, with respect to the mode in which I have represented my grievances. This request will, I am hopeful, appear reasonable to Government, as it cannot be their wish that after thirty-one years faithful services to my country I should be condemned unheard.

I have the honour to be, &c. &c. &c.

Madras, 20th August 1807.

(Signed) *A. Cuppage.*
Lieutenant Colonel,
Commanding 5th Regiment of Native Infantry.

IT is always with concern that the Board record a censure on the conduct of any officer, especially to the disadvantage of one, apparently entitled to consideration from his rank and length of service. And they are at all times happy to avail themselves of any circumstance which may justify the adoption of more favourable sentiments. The circumstances, however, under which it became their duty to express their strong and decided disapprobation of the conduct of Lieutenant Colonel Alexander Cuppage, of the 5th Regiment of Native Infantry, render it improper, in their judgment, notwithstanding the respectful declarations since submitted by that officer, to annul the censure which they have passed.

Considering the publicity which has been given to the imaginary grievances of Lieutenant Colonel Cuppage, it is deemed highly proper that they should ap-

No. 8.

pear before the Honourable Court of Directors, in the terms in which he has represented them, accompanied by the refutations which they have received; and by the unanimous disapprobation of the Board.

As, therefore, all the Papers on which the Board have grounded their disapprobation of the conduct of Lieutenant Colonel Cuppage will be fully submitted to the Honourable Court, it is judged unnecessary that copies of them should be furnished to Lieutenant Colonel Cuppage, contrary to established usage; and the Commander in Chief is requested to be guided by this opinion, in respect to the documents which his Excellency has recorded on the occasion.

The Board have only further to observe, that in representing to the Honourable Court of Directors the improper conduct of Lieutenant Colonel Cuppage, they will not fail to notice, at the same time, the explanation of that Officer, now recorded. The Board are concerned that they cannot adopt a resolution more decidedly in his favour; but, under the circumstances which have occurred, it is deemed utterly inconsistent with every principle of good government to gratify his expectations of command, in any manner, and thereby to countenance a spirit of discontent throughout the Army:—

Resolved, therefore, That Lieutenant Colonel Cuppage be permitted to proceed to Europe, in compliance with his request.

No. 9.

No. 9.

Copy of MINUTE recorded by Lieutenant General HEWETT, Commander in Chief in India; on the *Madras* Consultations of the 9th of October 1810.

MINUTE.

HAVING placed in the hands of his Excellency Lieutenant General Sir S. Auchmuty, on his arrival at Madras, the immediate command of this Army, it only remains for me, prior to my departure for Bengal, to lay before the Honourable Board the enclosed Proceedings of General Courts Martial held for the trial of Lieutenant Burges and Ensign Gill of the N. I.;—which, together with the sentences, and my observations accompanying their confirmation, I recommend to be sent to England, for the information of the Honourable Court of Directors.

I cannot quit this Presidency without observing, that I hope I was not deceived in believing the present disposition of this portion of the Indian Army to be as much (if not more) improved as could have been expected in so short a period, and after such violent agitations.

The occurrence which has produced the General Courts Martial now in question, is the only one connected with the late deplorable transactions which has appeared for a considerable length of time; and it is with great satisfaction that I beg to remark, that the senior Officers of the regiment have manifested their disapprobation of the conduct of the prisoners; and that I hope such unworthy feelings were extremely confined.

I flatter myself that I am only doing justice to the general state of the Army of this Presidency, when I express my hopes that more honourable and military views have been substituted for those false and dangerous opinions which have so deeply wounded its own character, and endangered the existence of the British Empire in India. I however feel that a continued watchful eye is indispensably necessary; and that the slightest appearance to the former improper habits

habits on display of reprehensible opinions, ought to be instantly noticed, and visited with such punishment as their culpability shall deserve. If officers can be induced by unavoidably disappointed views, and feelings absolutely selfish, to give countenance to criminal opinions, to encourage a favourable view of the late disgraceful proceedings, to fan the dying sparks of sedition, so nearly extinguished in this Presidency, the flame may yet be revived, and produce consequences the most serious and disastrous. No. 9.

In closing this Minute, and with it my official communications with the Honourable the Governor and Council of Fort St. George, I am desirous to express my deep sense of the uniform support and ready concurrence which has been given to every measure which I have proposed, from the hour of my arrival at Madras to the present day of my departure for Bengal. And I cannot but feel the greatest satisfaction at this mark of confidence and approbation of the principles which have actuated my conduct, and for which I beg to offer my most sincere acknowledgments.

Madras,
9th October 1810.

(Signed) G. HEWETT.

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